EXHIBIT 2, Part 2

EXHIBIT L

Pacific Fertility Center®
The ART of Conception

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INFORMED CONSENT FOR OOCYTE STIMULATION, EGG HARVESTING, CRYOPRESERVATION AND STORAGE

As of the date set forth below, I, [redacted] (the "Patient"), an individual of legal age and not acting under any duress, fraud, or coercion, in consideration for Pacific Fertility Center's ("PFC") willingness to conduct the procedures outlined below, hereby enter into this INFORMED CONSENT TO UNDERGO OOCYTE STIMULATION, EGG HARVESTING, CRYOPRESERVATION AND STORAGE ("Consent") and hereby authorize PFC, its physicians, other physicians operating on PFC's premises and their respective staffs (collectively, "Physician") and Physician's designated staff to conduct all appropriate and necessary medical procedures attendant to the Egg Cryopreservation as described in this Consent (the "Medical Procedure").

INFORMED CONSENT

The purpose of this Informed Consent document is to inform the Patient regarding the nature of the Medical Procedure, the risks and benefits of the Medical Procedure, and the available alternative methods of treatment. Except in cases of emergency, the Patient has the right to consent to or to refuse any proposed operation or procedure at any time prior to its performance. The Patient should read this Informed Consent document carefully and ask questions before deciding to give consent to undergo this Medical Procedure.

OVERVIEW

Egg cryopreservation is a medical procedure that allows the storage of a woman's eggs for later use. Egg cryopreservation is a risk reduction strategy, designed to reduce the risk of infertility related to advancing age of a woman's oocytes and to reduce the consequences of such a decline in fertility associated with certain medical treatments, such as chemotherapy or surgery to correct endometriosis.

As eggs age, their quality and ability to establish a pregnancy decline, and as such, the risk of infertility increases. Egg cryopreservation is a way to store potentially fertile eggs from younger women for use at an older age. Egg cryopreservation is not a guarantee of later pregnancy; rather, it is intended to reduce the risk that egg aging will contribute to later fertility problems. **Egg aging is the only risk that egg cryopreservation is intended to mitigate**.

Egg cryopreservation is a form of In Vitro Fertilization ("IVF"). IVF is management of eggs, sperm, and embryos in the laboratory, with the retrieval of eggs from follicles in the ovary, followed by insemination with sperm, culture of any resulting embryos, and transfer of the embryos into the uterus or cryopreservation.

Egg cryopreservation allows a delay in the final steps of IVF. Egg cryopreservation begins much like a conventional IVF procedure. After hormonal stimulation of multiple eggs to mature at once, the eggs are retrieved from the ovaries in a minor procedure, cryopreserved and stored. When a woman wishes to establish pregnancy at a later date, eggs are thawed and the remaining steps of IVF (i.e., insemination, culture, and transfer or cryopreservation of embryos) are completed.

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This Consent reviews the egg cryopreservation process, as well as the current methods for managing eggs and embryos at a later date, after thaw. This Consent also reviews the benefits and risks that this treatment might pose to Patient and any resulting offspring. While best efforts have been made to disclose all known risks, there may be risks of egg cryopreservation which are not yet identified, clarified, or even suspected at the time of this writing. In addition, this document reviews our current use of the technology. It is likely that treatment protocols, an understanding of the risks associated with treatment, and the outcomes will change in the future in ways that we do not yet anticipate.

An egg cryopreservation cycle typically includes the following steps or procedures:

- Pre-cycle screening and testing
- Medications to grow multiple ovarian follicles each containing an egg
- Retrieval of eggs
- Laboratory identification of viable eggs
- Cryopreservation of eggs
- Long-term storage

At a later date, the remaining steps of IVF are conducted:

- Thawing of all eggs
- Insemination of any surviving eggs with sperm via Intracytoplasmic Sperm Injection ("ICSI")
- Culture of any resulting embryos
- Optional genetic testing of the embryos for their chromosomes
- Transfer of one or more embryos into the uterus
- Support of the uterine lining with hormones to permit and sustain pregnancy
- Cryopreservation of any excess embryos

In addition, the following may be recommended:

- Assisted hatching of embryos to increase the chance of embryo attachment ("implantation")
- Comprehensive Chromosome Screening ("CCS")
- Preimplantation Genetic Diagnosis ("PGD")

Note: At various points in this document, rates are given which reflect what are believed to be U.S. national averages for those employing IVF treatments. These include items such as pregnancy rates, Cesarean delivery rates, and preterm delivery rates. These rates are not meant to indicate the rates of these outcomes within individual practices offering IVF, and are not to be understood as such. Individual practices may have higher or lower pregnancy and delivery rates than these national averages, and also higher or lower risks for certain complications. The American Society for Reproductive Medicine (ARSM) suggests that it is appropriate to ask the practice about their specific rates. Also note that while this information is believed to be up to date at the time of publication, newer reports may not yet be incorporated into this document.

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OUTLINE OF CONSENT FOR EGG CRYOPRESERVATION

A. Technique of In Vitro Fertilization

1. Core elements and their risk
   a. Medications for IVF treatment
   b. Transvaginal oocyte retrieval
   c. In vitro fertilization and development
   d. Embryo transfer
   e. Luteal support
2. Additional elements and their risk
   a. Intracytoplasmic sperm injection
   b. Assisted hatching
   c. Embryo cryopreservation
   d. Comprehensive Chromosome Screening (CCS) *also see separate consent document*

B. Risks to woman

1. Ovarian hyperstimulation
2. Oocyte retrieval
3. Pregnancy

C. Risks to offspring

1. Overall risks
2. Birth defects
3. Multiple gestations

D. Risk specific to egg cryopreservation

E. Ethical / religious concerns

F. Psychosocial risks

G. Alternatives to IVF

H. Reporting outcomes

I. References

J. Legal considerations and legal counseling

K. Disposition of Embryos statement

A. TECHNIQUE OF IVF

1. *CORE ELEMENTS AND THEIR RISK*

a. Medications for IVF Treatment

- The success of IVF largely depends on growing multiple eggs at once
- Injections of the human hormones FSH and/or LH (gonadotropins) are used for this purpose
- Additional medications are used to prevent premature ovulation
- An overly vigorous ovarian response can occur, or conversely an inadequate response

Medications may include the following (not a complete list):

Gonadotropins, or injectable "fertility drugs" (Follistim®, Gonal-F®, Bravelle®, Menopur®):

[redacted]

These natural hormones stimulate the ovary in hopes of inducing the simultaneous growth of several oocytes (eggs) over the span of 8 or more days. All injectable fertility drugs have FSH (follicle stimulating hormone), a hormone that will stimulate the growth of ovarian follicles (which contain the eggs). Some of them also contain LH (luteinizing hormone) or have LH like activity. LH is a hormone that may work with FSH to increase the production of estrogen and growth of the follicles. Low-dose hCG (human chorionic gonadotropin) can be used in place of LH. These medications are given by subcutaneous injection. Proper dosage of these drugs and the timing of egg recovery require monitoring of the ovarian response, usually by way of blood tests and ultrasound examinations during the ovarian stimulation phase of the treatment.

As with all injectable medications, bruising, redness, swelling, or discomfort can occur at the injection site. Rarely, there can be an allergic reaction to these drugs. The intent of giving these medications is to mature multiple follicles, and many women experience some bloating and minor discomfort as the follicles grow and the ovaries become temporarily enlarged. Up to 2.0% of women will develop Ovarian Hyperstimulation Syndrome (OHSS) [see full discussion of OHSS in the Risks to Women section which follows]. Other risks and side effects of gonadotropins include, but are not limited to, fatigue, headaches, weight gain, mood swings, nausea, and clots in blood vessels.

Even with pre-treatment attempts to assess response, and even more so with abnormal pre-treatment evaluations of ovarian reserve, the stimulation may result in very few follicles developing, the end result may be few or no eggs obtained at egg retrieval or even cancellation of the treatment cycle prior to egg retrieval.

Concerns have been raised that the risk of ovarian cancer may increase with the use of fertility drugs, but recent studies have not confirmed this. A major risk factor for ovarian cancer is infertility per se, and early reports may have falsely attributed the risk resulting from infertility to the use of medication (see below for further discussion).

GnRH-agonists (Leuprolide acetate) (Lupron®):

This medication is taken by injection. There are two forms of the medication: A short acting medication requiring daily injections and a long-acting preparation lasting for 1-3 months. The primary role of this medication is to prevent a premature LH surge, which could result in the release of eggs before they are ready to be retrieved. Since GnRH-agonists initially cause a release of FSH and LH from the pituitary, they can also be used to start the growth of the follicles or initiate the final stages of egg maturation. Though leuprolide acetate is an FDA (Federal Drug Administration) approved medication, it has not been approved specifically for use in IVF, although it has routinely been used in this way for more than 25 years. Potential side effects usually experienced with long-term use include but are not limited to hot flashes, vaginal dryness, bone loss, nausea, vomiting, skin reactions at the injection site, fluid retention, muscle aches, headaches, and depression. No long term or serious side effects are known. Since GnRH-a are oftentimes administered after ovulation, it is possible that they will be taken early in pregnancy. The safest course of action therefore is to use a barrier method of contraception (condoms) the month you will be starting the GnRH-a. GnRH-a have not been associated with any fetal malformations however you should discontinue use of the GnRH-a as soon as pregnancy is confirmed.

GnRH-antagonists (Ganirelix Acetate or Cetrorelix Acetate) (Ganirelix®, Cetrotide®):

These are another class of medications used to prevent premature ovulation. They tend to be used for short periods of time in the late stages of ovarian stimulation. The potential side effects include, but are not limited to, abdominal pain, headaches, skin reaction at the injection site, and nausea.

Human chorionic gonadotropin (hCG) (Profasi®, Novarel®, Pregnyl®, Ovidrel®):

hCG is a natural hormone used in IVF to induce the eggs to become mature and fertilizable. The timing of this medication is critical to retrieve mature eggs. Potential side effects include, but are not limited to breast tenderness, bloating, and pelvic discomfort.

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Progesterone, and in some cases, estradiol:
Progesterone and estradiol are hormones normally produced by the ovaries. After egg retrieval in some women, the ovaries will not produce adequate amounts of these hormones for long enough to fully support a pregnancy. Accordingly, supplemental progesterone, and in some cases estradiol, are given to ensure adequate hormonal support of the uterine lining. Estrogen and Progesterone are also prescribed to egg donor recipients to grow and maintain the uterine lining in preparation for the transfer of the donor egg-derived embryo. Progesterone is usually given by injection or by the vaginal route (Endometrin®, Crinone®, Prochieve®, Prometrium®, or pharmacist-compounded suppositories) after egg retrieval. Progesterone is often continued for some weeks after a pregnancy has been confirmed. Progesterone has not been associated with an increase in fetal abnormalities. Side effects of progesterone include depression, sleepiness, allergic reaction and if given by intra-muscular injection includes the additional risk of infection or pain at the injection site. Estradiol, if given, can be by oral, trans-dermal, intramuscular, or vaginal administration. Side effects of estradiol include nausea, irritation at the injection site and the risk of blood clots or stroke.

Oral contraceptive pills:
A few treatment protocols include oral contraceptive pills to be taken for 2 to 4 weeks before gonadotropin injections are started in order to suppress hormone production or to schedule a cycle. Side effects include unscheduled bleeding, headache, breast tenderness, nausea, swelling and the risk of blood clots or stroke.

Other medications:
Antibiotics may be given for a short time during the treatment cycle to reduce the risk of infection associated with egg retrieval or embryo transfer. Antibiotic use may be associated with causing a yeast infection, nausea, vomiting, diarrhea, rashes, sensitivity to the sun, and allergic reactions. Anti-anxiety medications or muscle relaxants may be recommended prior to the embryo transfer. The most common side effect is drowsiness. Other medications such as steroids, clomiphene, heparin, low molecular weight heparin, human growth hormone, DHEA, CoQ10, letrozole or aspirin may also be included in the treatment protocol.

b. Transvaginal Oocyte Retrieval

- Eggs are removed from the ovary with a needle under ultrasound guidance
- Anesthesia is provided to make this comfortable
- Complications are rare

Oocyte retrieval is the removal of eggs from the ovary. A transvaginal ultrasound probe is used to visualize the ovaries and the egg-containing follicles within the ovaries. A long needle, which can be seen on ultrasound, will be guided into each follicle and the contents aspirated. The aspirated material includes follicular fluid, oocytes (eggs) and granulosa (egg-supporting) cells. Rarely the ovaries are not accessible by the transvaginal route and laparoscopy or transabdominal retrieval is necessary. These procedures and risks will be discussed with you by your doctor if applicable. Anesthesia is generally used to reduce if not eliminate discomfort. Risks of egg retrieval include:

Infection: Bacteria normally present in the vagina may be inadvertently transferred into the abdominal cavity by the needle. These bacteria may cause an infection of the uterus, fallopian tubes, ovaries or other intra-abdominal organs. The estimated incidence of infection after egg retrieval is less than 0.1%. Treatment of infections could require the use of oral or intravenous antibiotics. Severe infections might require surgery to remove infected tissue. Infections can have a negative impact on future fertility. Antibiotics are routinely used during the egg retrieval procedure to reduce the risk of pelvic or abdominal infection. Despite the use of antibiotics, there is no way to completely eliminate the risk of infection.

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Bleeding: The needle passes through the vaginal wall and into the ovary to obtain the eggs. Both of these structures contain blood vessels. In addition, there are other blood vessels nearby. Small amounts of blood loss are common during egg retrievals. The incidence of major bleeding problems has been estimated to be less than 0.1%. Major bleeding, although rare, may require surgical repair and possibly loss of the ovary. The need for blood transfusion is rare. Although very rare, review of the world experience with IVF indicates that unrecognized bleeding has led to death.

Trauma: Despite the use of ultrasound guidance, it is possible to damage other intra-abdominal organs during the egg retrieval. Previous reports in the medical literature have noted damage to the bowel, appendix, bladder, ureters, and ovary. Damage to internal organs may result in the need for additional treatment such as surgery for repair or removal of the damaged organ. However, the risk of such trauma is very low.

Anesthesia: The use of anesthesia during the egg retrieval can produce unintended complications such as an allergic reaction, low blood pressure, nausea or vomiting and in rare cases, death.

Failure: It is possible that the aspiration will fail to obtain any eggs or the eggs may be abnormal or of poor quality and otherwise fail to produce a viable pregnancy.

IT IS CRITICALLY IMPORTANT THAT EACH PATIENT UNDERSTANDS AND ACKNOWLEDGES THAT PACFIC FERTILITY CENTER CANNOT PROVIDE ANY GUARANTEE OF EVENTUAL LIVE BIRTH FROM ANY OF THE CRYOPRESERVED EGGS.

b1. Egg cryopreservation and storage

- Eggs are cryopreserved with a technique known as vitrification
- Surrounding granulosa cells removed from the egg
- Mature Metaphase II eggs are identified
- Eggs are treated with cryoprotectants
- Eggs are rapidly frozen in liquid nitrogen
- Eggs are stored at very low temperatures in a tank of liquid nitrogen

After eggs are retrieved, they are transferred to the embryology laboratory where they are kept in conditions that support their needs. Surrounding cells from the ovary, the granulosa cells, are removed with a gentle stripping procedure.

Mature eggs are identified by examination under the microscope. Mature eggs are referred to as 'Metaphase II,' 'MII' or 'M2' reflecting the presence of a polar body, a portion of the egg DNA that is ejected during maturation. Other eggs, such as 'MI' or 'M1' or Germinal Vesicle ("GV") are not suitable for cryopreservation and are discarded. Some eggs may be dead, fractured, abnormal in shape or size, or otherwise abnormal, and are discarded.

Vitrification is the preferred technology for egg cryopreservation. Vitrification is ultra-rapid freezing after treating eggs with cryoprotectants and removing cellular water. Eggs are cryopreserved using high levels of cryoprotectant, sugars, and salts to remove water and dehydrate the eggs. Eggs are placed in a sealed storage container that is individually identified and placed into liquid nitrogen for freezing.

Eggs are stored in a tank of liquid nitrogen and maintained at low temperatures until utilized. Storage is currently at PFC facilities in San Francisco. Shipment to and storage at an alternate location is an option at Patient's written request and at Patient's expense.

b2. Egg thaw at a later date

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- Eggs are thawed
- IVF steps are resumed
- Insemination is by Intracytoplasmic Sperm Injection ("ICSI")
- Multiple eggs are required to produce a few usable embryos
- Aneuploidy is common in embryos
- Many factors influence pregnancy rates, in addition to egg cryopreservation freeze and thaw survival

At a later date, when pregnancy using the cryopreserved eggs is desired, the eggs are thawed and the remaining steps in IVF are resumed. Eggs are typically thawed as and fertilized as a single group. Eggs that survive freezing and thawing are inseminated by Intracytoplasmic Sperm Injection ("ICSI"), further described below. Multiple eggs are required because not all eggs are viable, and only a few produce usable embryos. The age of the patient at the time of cryopreservation is a significant determinant of the number of viable eggs required to result in a genetically normal embryo.

A usable embryo is defined as one that can be transferred or cryopreserved. Limited yield of usable embryos is a common, expected, and normal finding in IVF. After egg cryopreservation, some eggs will not survive freezing and thawing, some will not fertilize, and some of the fertilized eggs will not produce a usable embryo. A fraction of the usable embryos, from 0-50%, are viable, that is, have the capacity to produce a pregnancy. This range depends on many factors, age at egg production being the most prominent. It is expected that younger women will develop a higher rate of viable embryos and older women lower. In some instances there will be no usable embryos to transfer. As each patient's egg may respond differently to the freezing and thawing process, it is not possible to predict such an adverse outcome in advance.

For women 35 years of age or younger, for example, on average, 1-2 usable embryos are expected from 6 eggs. Actual outcome for an individual may be above or below this, ranging from zero (0) to very rarely six (6) usable embryos from a group of 6 eggs. For women in their late 30's, on average, we currently see one normal embryo for every 6-10 viable eggs. At 41-42, we see one normal embryo for every 30 eggs and at 43-45, we find one normal embryo for every 42 eggs. In general, we do not offer elective egg freezing to women over 43 years of age.

There are many reasons that some usable embryos are not viable, the most common being aneuploidy. Aneuploidy is one or more missing or extra chromosomes that are essential for development. Most aneuploid embryos do not implant, resulting in a negative pregnancy test after transfer. Some result in miscarriage, and an occasional aneuploid embryo will result in clinical aneuploidy, for example, Down Syndrome.

Pregnancy rates per transfer will also depend on family history and genetics, health of the sperm used, quality of the uterus and endometrial lining that receive the embryo, technical factors affecting efficiency of transfer, hormonal support of implantation and early pregnancy, and a variety of poorly defined factors that affect embryo implantation, including stress and nutrition, and random variation. For these reasons it is difficult to predict successful pregnancy rates for an individual cycle of egg thaw and embryo transfer.

c. In Vitro Fertilization and Embryo Culture

- After thawing eggs, Sperm is injected into the eggs and embryos are cultured in specialized conditions (culture media with controlled temperature, humidity and gasses) to achieve fertilization
- Culture medium is designed to permit normal fertilization and early embryo development, but the content of the medium is not standardized
- Embryo development in the lab helps distinguish embryos with more potential for pregnancy from those with less or none

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Eggs are kept in conditions that support their needs and growth. The embryos are placed in small dishes or tubes containing "culture medium," which is special fluid designed to support development of the embryos and made to resemble that found in the fallopian tube or uterus. The dishes containing the embryos are then placed into incubators which control the temperature and atmospheric gasses the embryos experience.

The following day after eggs have been inseminated or injected with a single sperm (ICSI), they are examined for signs that the process of fertilization is underway. At this stage, normal development is evident by the still single egg cell having 2 nuclei; this stage is called a zygote or a 2PN embryo. Two days after insemination or ICSI, normal fertilized eggs have divided into about 4 cells. Three days after insemination or ICSI, normally developing embryos contain about 8 cells. Five to seven days after insemination or ICSI, normally developing embryos have reached the blastocyst stage, which is typified by an embryo that now has 60 or more cells, an inner fluid-filled cavity, a small cluster of cells called the inner cell mass, and a surrounding layer of cells called trophectoderm.

It is important to note that since many eggs and embryos are abnormal, it is expected that not all eggs will fertilize and not all embryos will divide at a normal rate. The chance that a developing embryo will produce a pregnancy is related to many factors including whether its development in the lab is normal, but this correlation is not perfect. This means that not all embryos developing at the normal rate are in fact also genetically normal, and not all poorly developing embryos are genetically abnormal. Nonetheless, their visual appearance is the most common and useful guide in the selection of the best embryo(s) for transfer.

Comprehensive Chromosome Screening ("CCS") and Preimplantation Genetics Diagnosis ("PGD") are emerging as ways to differentiate a normal from an abnormal embryo, potentially improving implantation rates, reducing numbers of embryos transferred, and reducing the risk of miscarriage and aneuploid pregnancy. The decision to use CCS or PGD must be made prior to the IVF treatment/egg thawing cycle. Questions regarding CCS and PGD should be addressed to the Physician. For consent, refer to the separate consent form.

In spite of reasonable precautions, any of the following may occur in the lab that would prevent the establishment of a pregnancy:

- Fertilization of the egg(s) may fail to occur.
- One or more eggs may be fertilized abnormally resulting in an abnormal number of chromosomes in the embryo; these abnormal embryos will not be transferred and will be discarded.
- The fertilized eggs may degenerate before dividing into embryos, or adequate embryonic development may fail to occur.
- Bacterial contamination or a laboratory accident may result in loss or damage to some or all of the eggs or embryos.
- Laboratory equipment may fail, and/or extended power losses can occur which could lead to the destruction of eggs, sperm and embryos.
- Other unforeseen circumstances may prevent any step of the procedure to be performed or prevent the establishment of a pregnancy.
- Hurricanes, floods, earthquakes or other 'acts of God' (including bombings or other terrorist acts) could destroy the laboratory or its contents, including any sperm, eggs, or embryos being stored there.

Quality control in the lab is extremely important. Sometimes immature or unfertilized eggs, sperm or abnormal or poorly developing embryos (abnormally fertilized eggs or embryos whose lack of development indicates they are not of sufficient quality to be transferred) that would normally be discarded can be used for quality control purposes before being discarded in accordance with normal laboratory procedures and applicable laws. None of this material will be utilized to establish a pregnancy or a cell line.

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d. Embryo transfer

- After a few days of development, embryos are selected for transfer
- The number chosen influences the pregnancy rate and the multiple pregnancy rate
- A woman's age and the appearance of the developing embryo have the greatest influences on pregnancy outcome
- Embryos are placed in the uterine cavity with a thin tube, an "embryo transfer catheter"
- Excess embryos of sufficient quality that are not transferred can be frozen

After a few days of development, one or more embryos are selected for transfer to the uterine cavity. Embryos are placed in the uterine cavity with a thin tube. Ultrasound guidance may be used to help guide the catheter or confirm placement through the cervix and into the uterine cavity. Although a complication from the embryo transfer is unusual, risks include infection and loss of, or damage to, the embryos.

The number of embryos transferred influences the pregnancy rate and the multiple pregnancy rate. With advancing age, implantation rates decline, and more embryos are transferred in older age groups to improve pregnancy rates. Identical twinning is more common after IVF than in conventional pregnancy. Identical twinning occurs when an embryo splits after transfer, resulting in the number of implanted fetuses exceeding the number transferred. It is critical to discuss the number to be transferred before the transfer is done.

In an effort to help curtail the problem of multiple pregnancies (see Risks of a Multiple Pregnancy, below), national guidelines set forth by the American Society for Reproductive Medicine published in 2006 and amended in 2009 recommend limits on the number of embryos to transfer (see Tables below). These limits differ depending on the developmental stage of the embryos and the quality of the embryos and take into account the patient's personal history. These factors determine whether a patient falls into a favorable or unfavorable category as identified below.

Recommended limits on number of 2-3 day old embryos to transfer

Embryos	age <35	age 35-37	age 38-40	age >40
favorable	1 or 2	2	3	5
unfavorable	2	3	4	5

Recommended limits on number of 5-6 day old embryos to transfer

Embryos	age <35	age 35-37	age 38-40	age >40
favorable	1	2	2	3
unfavorable	2	2	3	3

In some cases, there will be additional embryos remaining in the lab after the transfer is completed. Depending on their developmental normalcy, it may be possible to freeze them for later use. (See section 2.c. for an in-depth discussion of embryo cryopreservation).

e. Hormonal Support of Uterine Lining

- Successful attachment of embryos to the uterine lining depends on adequate hormonal support
- Progesterone, given by the intramuscular or vaginal route, is routinely given for this purpose

Successful attachment of embryos to the uterine lining (endometrium) depends on adequate hormonal support of the lining. The critical hormones in this support are progesterone and estradiol. Normally, the ovary makes sufficient amounts of both hormones. However, in IVF cycles, this support is not always adequate. Therefore,

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progesterone is routinely given, and we may also prescribe estradiol. Progesterone is given by the intramuscular or vaginal route. Estradiol is given by the oral, vaginal, transdermal, or intramuscular route. The duration of this support is from 2 to 10 weeks.

2. *ADDITIONAL ELEMENTS AND THEIR RISK*

a. Intracytoplasmic Sperm Injection (ICSI)

- ICSI is used to increase the chance of fertilization when fertilization rates are anticipated to be lower than normal
- However, with frozen thawed eggs, ICSI is required to achieve normal fertilization rates
- An increased risk of genetic defects in offspring is reported
- ICSI will not improve egg defects

Intracytoplasmic Sperm Injection ("ICSI") is used after egg cryopreservation because the zona pellucida, the covering over the egg, hardens in the freezing and thawing process. ICSI also provides an effective treatment for male factor infertility. The negative effects of abnormal semen characteristics and sperm quality on fertilization can be overcome with ICSI if viable sperm are available because the technique bypasses the shell around the egg (zona pellucida) and the egg membrane (oolemma) to deliver the sperm directly into the egg. ICSI involves the direct injection of a single sperm into the interior of an egg using an extremely thin glass needle. ICSI allows couples with male factor infertility to achieve fertilization and live birth rates close to those achieved with in vitro fertilization (IVF) using conventional methods of fertilization in men with normal sperm counts. ICSI can be performed even in men with no sperm in the ejaculate if sperm can be successfully collected from the epididymis or the testis.

ICSI is associated with a slightly higher risk of birth defects. Whether this association is due to the ICSI procedure itself or to inherent sperm defects has not been determined. The impact of ICSI on the intellectual and motor development of children has also been controversial, but recent studies have not detected any differences in the development of children born after ICSI, conventional IVF, or natural conception.

Certain genetic abnormalities have been shown to increase in IVF offspring. The prevalence of sex chromosome (X and Y) abnormalities in children conceived via ICSI is higher than observed in the general IVF population, but the difference between the two groups is small (0.8% to 1.0% in ICSI offspring vs. 0.2% in the general IVF population). Translocations (a rearrangement of chromosomes that can cause miscarriage) may be more common in ICSI offspring (0.36%) than in the general population (0.07%). Although these differences might result from the ICSI procedure itself, men with abnormal semen analyses are more likely themselves to have chromosome abnormalities and may produce sperm with abnormal chromosomes. These abnormalities could be passed to their offspring.

Some men with extremely low or absent sperm counts have small deletions on their Y chromosome. When viable sperm can be obtained to fertilize eggs with ICSI, sperm containing a Y chromosomal microdeletion may result in male offspring that also carry the microdeletion and they too will be infertile. A Y chromosome microdeletion can often, but not always, be detected by a blood test.

Men who are infertile because of congenital bilateral absence of the vas deferens (CBAVD) are affected with a mild form of cystic fibrosis (CF). When sperm aspiration and ICSI results in conception, the defective CF gene will be passed on to the offspring. Men with CBAVD and their partners should be tested for CF gene mutations prior to treatment. However, some CF mutations may not be detected by current testing, so that some parents who test negative for CF mutations could still have affected children.

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b. Assisted Hatching

- Assisted Hatching involves making a hole in the outer shell (zona pellucida) that surrounds the embryo
- Hatching may make it easier for embryos to escape from the shell which surrounds them

The cells that make up the early embryo are enclosed within a flexible membrane (shell) called the zona pellucida. During normal development, a portion of this membrane dissolves, allowing the embryonic cells to escape or "hatch" out of the shell. Only upon hatching can the embryonic cells implant within the wall of the uterus to form a pregnancy.

Assisted hatching is the laboratory technique in which an embryologist makes an artificial opening in the shell of the embryo. The hatching is usually performed on the day of transfer, prior to loading the embryo into the transfer catheter. The opening is made by cutting a precise hole with a laser.

At PFC, we routinely perform assisted hatching on all Day 2 and 3 embryos that are being transferred. Hatching of embryos on Day 3 may be performed even if a Day 5 culture and/or transfer is planned. We are also performing assisted hatching on all frozen-thawed embryos (including blastocysts) prior to embryo transfer because of evidence that the zona also hardens with freezing.

Risks that may be associated with assisted hatching include damage to the embryo resulting in loss of embryonic cells, or destruction or death of the embryo. Artificial manipulation of the zygote may increase the rates of monozygotic (identical) twinning which are significantly more complicated pregnancies. There may be other risks not yet known.

c. Embryo Cryopreservation

- Excess viable embryos not transferred at the initial transfer can be cryopreserved to provide additional chances for pregnancy. In addition, all embryos may be frozen if they are undergoing testing for chromosome number.
- Frozen embryos do not always survive the process of freezing and thawing
- It is the responsibility of the patient with frozen embryos to remain in contact with the clinic on at least an annual basis and to pay a yearly fee to cover the costs of storage.

Freezing (or "cryopreservation") of embryos is a common procedure. Since multiple eggs (oocytes) are often produced during ovarian stimulation, on occasion there are more embryos available than are considered appropriate for transfer to the uterus. Such embryos can be frozen for future use. This strategy saves the expense and inconvenience of stimulation to obtain additional eggs in the future. Furthermore, the availability of cryopreservation permits patients to transfer fewer embryos during a fresh cycle, reducing the risk of multiple gestations (twins or greater). Other possible reasons for cryopreservation of embryos include freezing all embryos in the initial cycle to prevent severe ovarian hyperstimulation syndrome (OHSS), or if a couple were concerned that their future fertility potential might be reduced due to necessary medical treatment (e.g., cancer therapy or surgery). The pregnancy success rates for cryopreserved embryos transferred into the human uterus can vary from practice to practice. Overall pregnancy rates at the national level with frozen embryos are slightly lower than with fresh embryos, although at PFC, we see that frozen embryo transfer rates can match or even exceed fresh embryo transfer rates. Why national rates have traditionally been lower results, at least in part, from the routine selection of the best-looking embryos for fresh transfer, reserving the 'second-best' for freezing. There is some evidence that pregnancy rates are similar when there is no such selection.

A common reason for embryo cryopreservation at PFC is that many patients will be having their embryos tested for either genetic (single mutations) or chromosomal abnormalities, or both. Pre-implantation genetic diagnosis (PGD) is a procedure to test the embryos for specific mutations the parents are known to carry, such as cystic fibrosis (CF). Comprehensive chromosomal screening (CCS) is the process of testing the embryo for

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chromosome abnormalities, such as Trisomy 21, or Down syndrome. Current testing requires about 7-10 business days to obtain results and necessitates freezing of the embryos while awaiting these results.

Indications for Embryo Freezing:

- To reduce the risks of multiple gestation
- To preserve fertility potential in the face of certain necessary medical procedures
- To increase the chance of having one or more pregnancies from a single cycle of ovarian stimulation
- To minimize the medical risk and cost to the patient by decreasing the number of stimulated cycles and egg retrievals
- To temporarily delay pregnancy and the risks of OHSS occurs by freezing all embryos, when this risk is high
- To allow for chromosomal or genetic testing of biopsied cells from the embryos to be done (CCS or PGD)

[redacted]

Risks of embryo cryopreservation:
PFC uses a process called vitrification to cryopreserve eggs and excess viable embryos. Current techniques deliver a high percentage of viable embryos thawed after cryopreservation (e.g. at PFC we obtain 96% viable blastocyst survival after vitrification and warming), but there can be no certainty that all embryos will thaw normally, nor be viable enough to continue developing and eventually implant in the uterus. Cryopreservation techniques could theoretically be injurious to the embryo. There will also be the rare patient for whom none of her embryos survive the vitrification and thawing process. Unfortunately, there is no way to know in advance who might be at risk for this outcome.

If you choose to freeze embryos, you MUST complete a Disposition of Embryos statement before freezing. This statement outlines the choices you currently have with regard to the disposition of embryos in a variety of situations which may arise. This statement is attached at the end of this consent form. You are free to submit a statement at a later time indicating different choices. It is also incumbent upon you to remain in touch with the clinic regarding your residence, and to pay for storage charges as they come due.

B. RISKS TO THE WOMAN

1. OVARIAN HYPERSTIMULATION SYNDROME

The intent of giving gonadotropins is to mature multiple follicles but some women have an excessive response to the medications and are at risk for ovarian hyperstimulation syndrome (OHSS). This is the most serious side effect of ovarian stimulation. Symptoms can include increased ovarian size, nausea and vomiting, accumulation of fluid in the abdomen, breathing difficulties, an increased concentration of red blood cells, kidney and liver problems, and in the most severe cases, blood clots, kidney failure, or death. The severe cases affect only a very small percentage of women who undergo in vitro fertilization—0.2 percent or less of all treatment cycles—and the very severe are an even smaller percentage. Only about 1.4 in 100,000 cycles has led to kidney failure, for example. OHSS occurs at two stages: early, 1 to 5 days after egg retrieval (as a result of the hCG trigger); and late, 10 to 15 days after retrieval (as a result of the hCG if pregnancy occurs). The risk of severe complications is about 4 to 12 times higher if pregnancy occurs which is why sometimes no embryo transfer is performed to reduce the possibility of this occurring.

2. CANCER

Many have worried that the use of fertility drugs could lead to an increased risk of cancer—in particular, breast, ovarian, and uterine (including endometrial) cancers. One must be careful in interpreting epidemiological studies of women taking fertility drugs, because all of these cancers are more common in women with infertility, so merely comparing women taking fertility drugs with women in the general population inevitably shows an increased incidence of cancer. When the analysis takes into account the increased cancer risk due to infertility per se, the evidence does not support a relationship between fertility drugs and an increased prevalence of breast or ovarian cancer. A final answer may require decades of follow-up to resolve. Note that an increased chance for "borderline" ovarian tumors has been observed with IVF, even when compared to the sub-fertile population (see reference section for citation). More research is required to examine what the long-term impact fertility drugs may have on breast and ovarian cancer prevalence rates. For uterine cancer, the numbers are too small to achieve statistical significance, but it is at least possible that use of fertility drugs may cause some increased risk of uterine cancer.

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3. *RISKS OF PREGNANCY (FOLLOWING EGG THAWING AND EMBRYO TRANSFER)*

Pregnancies that occur with IVF are associated with increased risks of certain conditions (see Table below from the Executive Summary of a National Institute of Child Health and Human Development Workshop held in September 2005, as reported in the journal Obstetrics & Gynecology, vol. 109, no. 4, pages 967-77, 2007). Some of these risks stem from the higher average age of women pregnant by IVF and the fact that the underlying cause of infertility may be the cause of the increased risk of pregnancy complications. This was demonstrated in an Australian study that reviewed adverse obstetric and perinatal outcomes in sub-fertile women conceiving without ART (see Table below). There may be additional risks related to the IVF procedure per se, but it is difficult to assign the relative contributions.

Potential Risks in Singleton IVF-conceived Pregnancies

Maternal Risks	Absolute Risk (%) in IVF-conceived Pregnancies	Relative Risk (vs. non IVF-conceived Pregnancies)	Relative Risk of Non-IVF Infertile Patients (vs. Control population)
Pre-eclampsia	10.3%	1.6 (1.2--2.0)	1.29 (1.02-1.61)
Placenta previa	2.4%	2.9 (1.5--5.4)	
Placental abruption	2.2%	2.4 (1.1--5.2)	
Gestational diabetes	6.8%	2.0 (1.4--3.0)	1.25 (0.96-1.63)
Cesarean delivery *	26.7%	2.1 (1.7--2.6)	1.56 (1.37-1.77)

In this table, the Absolute risk is the percent of IVF Pregnancies in which the risk occurred. The Relative Risk is the risk in IVF versus the risk in non-IVF pregnancies; for example, a relative risk of 2.0 indicates that twice as many IVF pregnancies experience this risk as compared to non-IVF pregnancies. However, the third column indicated the increased risk of adverse outcome in infertile women conceiving without ART suggesting that being infertile increases the risk of adverse outcomes unrelated to ART/IVF. The numbers in parentheses (called the "Confidence Interval") indicate the range in which the actual Relative Risk lies.

* Please note that most experts believe the rate of Cesarean delivery to be well above the 26.7% rate quoted here.

Multiple gestations increase the risk of pregnancy complications, and although PFC has a low rate of multiple pregnancy, multiple gestations account for 30% of IVF pregnancies nationwide. The most important maternal complications associated with multiple gestations are pre-term labor and delivery, pre-eclampsia, and gestational diabetes. Placenta previa (placenta extends over the cervical opening), vasa previa (one or more of the blood vessels extends over the cervical opening) and placental abruption (premature separation of the placenta) are also more common in multiple gestations. Postpartum hemorrhage may complicate 12% of multifetal deliveries. Having triplets or more increases the risk of more significant complications including postpartum hemorrhage and transfusion. Other complications of multiple gestations include gall bladder problems, skin problems, excess weight gain, anemia, excessive nausea and vomiting, and exacerbation of pregnancy-associated gastrointestinal problems.

Although embryos are transferred directly into the uterus with IVF, ectopic (tubal, cervical and abdominal) pregnancies have occurred either alone or concurrently with a normal intra-uterine pregnancy. These abnormal pregnancies oftentimes require medical treatments with methotrexate (a weak chemotherapy drug) or surgery to treat the abnormal pregnancy.

[redacted]

C. RISKS TO OFFSPRING

- IVF babies may be at a slight increased risk for birth defects
- The risk for a multiple pregnancy is significantly higher for patients undergoing IVF, even when only one embryo is transferred
- Multiple pregnancies are the greatest risk for babies following IVF
- Some risk may also stem from the underlying infertile state, or from the IVF techniques, or both.

1. OVERALL RISKS

Since the first birth of an IVF baby in 1978, more than 5 million children have been born worldwide following IVF treatments. Numerous studies have been conducted to assess the overall health of IVF children and the majority of studies on the safety of IVF have been reassuring. A major problem in interpreting the data arises from the fact that comparing a group of infertile couples to a group of normally fertile couples is not the proper comparison to make if one wants to assess the risk that IVF technology engenders. Infertile couples, by definition, do not have normal reproductive function and might be expected to have babies with more abnormalities than a group of normally fertile couples. This said, even if the studies suggesting an increased risk to babies born after IVF prove to be true, the absolute risk of any abnormal outcome appears to be small.

Singletons conceived with IVF tend to be born slightly earlier than naturally conceived-babies (39.1 weeks as compared to 39.5 weeks). IVF twins are not born earlier or later than naturally conceived twins. The risk of a singleton IVF-conceived baby being born with a birth weight under 5 pounds nine ounces (2500 grams) is 12.5% vs. 7% in naturally-conceived singletons.

2. BIRTH DEFECTS

The risk of birth defects in the normal population is 2-3% and is slightly higher among infertile patients. Most of this risk is due to delayed conception and the underlying infertility issues. In a recent large study performed in Australia (see reference), the risk of birth defects was not increased among women who had routine IVF treatment, but was higher among those who employed ICSI as part of the treatment. No higher risk was seen in frozen embryo transfer and donor egg cycles.

Imprinting Disorders. These are rare disorders having to do with whether a maternal or paternal gene is inappropriately expressed. In two studies of children with the imprinting disorder called Beckwith-Weidemann Syndrome, more were born after IVF than expected. A large Danish study however found no increased risk of imprinting disorders in children conceived with the assistance of IVF. Since the incidence of this syndrome in the general population is 1/15,000, even if there is a 2 to 5-fold increase to 2-5/15,000, this absolute risk is very low.

Childhood cancers. Most studies have not reported an increased risk with the exception of retinoblastoma: In one study in the Netherlands, five cases were reported after IVF treatment which is 5 to 7 times more than expected. Further studies have not supported this finding.

Infant Development. In general, studies of long-term developmental outcomes have been reassuring so far; most children are doing well. However, these studies are difficult to do and suffer from limitations. A more recent study with better methodology reports an increased risk of cerebral palsy (3.7 fold) and developmental delay (4 fold), but most of this stemmed from the prematurity and low birth weight that was a consequence of multiple pregnancy.

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Potential Risks in Singleton IVF Pregnancies

Perinatal Risks	Absolute Risk (%) in IVF Pregnancies	Relative Risk (vs. non-IVF Pregnancies)	Relative Risk for Infertile women without ART
Preterm birth	11.5%	2.0 (1.7--2.2)	1.32 (1.05-1.67)
Low birth weight (< 2500 g)	9.5%	1.8 (1.4--2.2)	1.44 (1.11-1.85)
Very low birth weight (< 1500 g)	2.5%	2.7 (2.3--3.1)	Data not available
Small for gestational age	14.6%	1.6 (1.3--2.0)	0.99
NICU admission	17.8%	1.6 (1.3--2.0)	Data not available
Stillbirth	1.2%	2.6 (1.8--3.6)	Data not available
Neonatal mortality	0.6%	2.0 (1.2--3.4)	2.19 (1.10-4.36)
Cerebral palsy	0.4%	2.8 (1.3--5.8)	Data not available
Genetic risks			Data not available
-imprinting disorder	0.03%	17.8 (1.8--432.9)	
-major birth defect	4.3%	1.5 (1.3--1.8)	
-chromosomal abnormalities (after ICSI):			
-of a sex chromosome	0.6%	3.0	
-of another chromosome	0.4%	5.7	

In this table, the Absolute risk is the percent of IVF Pregnancies in which the risk occurred. The Relative Risk is the risk in IVF versus the risk in non-IVF pregnancies; for example, a relative risk of 2.0 indicates that twice as many IVF pregnancies experience this risk as compared to non-IVF pregnancies. The numbers in parentheses (called the "Confidence Interval") indicate the range in which the actual Relative Risk lies.

3. RISKS OF A MULTIPLE PREGNANCY

Currently, more than 30% of IVF pregnancies are twins or higher-order multiple gestations (triplets or greater), and about half of all IVF babies are a result of multiple gestations. Identical twinning occurs in 1.5% to 4.5% of IVF pregnancies, and may occur more frequently after blastocyst transfer.

Prematurity accounts for most of the excess perinatal morbidity and mortality associated with multiple gestations. IVF twins deliver on average three weeks earlier and weigh 1,000 gm less than IVF singletons. Triplet (and greater) pregnancies deliver before 32 weeks (7 months) in almost half of cases. Fetal growth problems and discordant growth among the fetuses also result in perinatal morbidity and mortality. Multifetal pregnancy reduction (where one or more fetuses are selectively terminated) reduces, but does not eliminate, the risk of these complications.

Fetal death rates for singleton, twin, and triplet pregnancies are 4.3 per 1,000, 15.5 per 1,000, and 21 per 1,000, respectively. The death of one or more fetuses in a multiple gestation (vanishing twin) is more common in the first trimester and may be observed in up to 25% of pregnancies after IVF. Loss of a fetus in the first trimester is unlikely to adversely affect the surviving fetus.

Multiple fetuses that share the same placenta, as in most identical twins, have additional risks. Twin-twin transfusion syndrome, in which excess or insufficient amniotic fluid results from an imbalance of circulation between the fetuses may occur in up to 20% of twins sharing a placenta. Twins sharing the same placenta have a higher frequency of birth defects compared to twins with two placentas. After the first trimester, death of one fetus in a twin pregnancy is more common with a shared placenta and may cause harm to the remaining fetus.

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Long-term consequences of multiple gestations include the major complications of prematurity (cerebral palsy, retinopathy of prematurity, and chronic lung disease) as well as those of fetal growth restriction (polycythemia, hypoglycemia, necrotizing enterocolitis). It is unclear to what extent multiple gestations themselves affect neuro-behavioral development in the absence of these complications. At mid-childhood, prematurely born offspring from multiple gestations have lower IQ scores, and multiple birth children have an increase in behavioral problems compared with singletons. It is not clear to what extent these risks are affected by IVF per se.

The Option of Selective Reduction: The greater the number of fetuses within the uterus, the greater is the risk for adverse perinatal and maternal outcomes. Patients with more than twins are faced with the options of continuing the pregnancy with all risks previously described, terminating the entire pregnancy, or undergoing a procedure called multifetal pregnancy reduction. Multifetal pregnancy reduction (MFPR) decreases risks associated with preterm delivery, but often creates profound ethical dilemmas. Pregnancy loss is the main risk of MFPR. However, current data suggest that such complications have decreased as experience with the procedure has grown. The risk of loss of the entire pregnancy after MFPR is approximately 1%, although this risk increases when the number of fetuses prior to the procedure is greater than three.

D. RISKS SPECIFIC TO EGG CRYOPRESERVATION

- Egg cryopreservation provides a strategy for reducing the risk of age-related infertility
- Egg cryopreservation does not guarantee a future pregnancy
- Frozen eggs may not survive or may be lost in the process of freezing and thawing
- Some or all of the thawed eggs may not fertilize
- Fertilization rates and embryo developmental potential will be unknown until the eggs are thawed
- It is the responsibility of each woman with frozen eggs to remain in contact with PFC on an annual basis

Egg cryopreservation is a means for storing eggs when a woman is young for use at a later age. As such, it is a risk reduction strategy, designed to reduce the risk of age-related infertility. Egg cryopreservation is not a guarantee of future pregnancy, because there are many factors aside from age that influence later pregnancy rates.

The potential of the frozen eggs to become viable embryos and a healthy baby are dependent upon the age at which the eggs were frozen, the viability and maturity of the eggs at freezing, the survival and viability of the eggs after freezing and thawing, and other fertility factors at the time of transfer, for example male factor infertility, uterine problems, and other health issues.

Overall pregnancy rates in studies with frozen egg-derived embryos are similar to rates with fresh embryos. Some eggs, from one to all of the eggs cryopreserved, will not survive the freezing and thawing process. Those that do survive produce, on average, pregnancy rates that are indistinguishable from fresh eggs. Early studies have shown no increase in birth defect risk or chromosomal defects in embryos produced from cryopreserved eggs compared to fresh. This data is recent and remains inconclusive therefore the possibility of some risk of birth defects and chromosomal abnormalities related to egg cryopreservation remains. Further detail will require larger studies.

Failure of fertilization is possible when using of frozen-thawed eggs. Failure of embryo development and failure of conception are also common risks. As egg cryopreservation is a new procedure, data regarding the expected thaw-survival rate is limited.

With advancing age at egg cryopreservation, PFC expects fewer eggs to produce healthy embryos, and lower pregnancy rates per healthy embryo transferred. From PFC's study using young and healthy donor eggs, the

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pregnancy rates after egg cryopreservation and thaw are similar to fresh eggs. In some cases of egg warming, none of the vitrified eggs survived. For women over age 35, the survival and fertilization rates for frozen eggs may be lower than in younger women, due to general lesser quality of eggs from older patients and higher natural miscarriage rates.
There may be an increased risk of chromosomal abnormality or other birth defects in infants resulting from embryos derived from frozen-thawed eggs. We do not have enough human experience to demonstrate if there is any increase in such defects beyond that experienced in natural conceptions.

In any technical process that requires mechanical support, failure of equipment can occur. Freezing equipment can fail, electrical power systems can fail, lighting systems and temperature and gas control systems can fail at critical stages of the procedure, storage systems can crack or leak liquid nitrogen, and technical errors can occur. Liquid nitrogen storage can cause rupture of a storage system with loss of stored eggs. Back-up systems and staff training decrease the likelihood of any malfunction, but unforeseen situations can occur that risk loss or damage to cryopreserved eggs.

PFC offices are located in a known earthquake hazard zone. Shaking and liquefaction could damage or destroy PFC's laboratory facilities, including storage tanks and eggs, embryos, and sperm contained within our laboratories. Our laboratory systems are designed to reduce the risk of such damage, but a major earthquake would likely destroy the eggs, sperm, and embryos stored at PFC's San Francisco lab. Patient are advised to consider transferring eggs to an alternative storage facility in a low-hazard zone at Patient's expense and under the policies and fee schedule of the alternative storage facility.

Patient may request transfer of storage to an alternative storage facility in writing with 30 days' notice. In the unlikely event that PFC ceases operations in the future, cryopreserved eggs might be transferred to an alternative storage facility without Patient request. Any such transfer would be at Patient expense and storage fees after transfer would be in accordance with the fee schedule and policies of the alternative storage facility.

Basing important life decisions and expectations on a limited number of cryopreserved eggs produces potential risks that may have unforeseen consequences. For example, deferring one's family planning in anticipation of being able to utilize cryopreserved eggs may result in Patient having a decreased ability, or total inability, to conceive and/or carry a healthy pregnancy to term due to other age-related health factors, such as the health of the uterus that cannot be successfully corrected with treatment. In addition, delayed decisions on relationship and family building could change the outcome of these decisions.

E. ETHICAL AND RELIGIOUS CONSIDERATIONS IN INFERTILITY TREATMENT

Infertility treatment can raise concerns and questions of an ethical or religious nature for some patients. The technique of in vitro fertilization (IVF) involves the creation of human embryos outside the body, and can involve the production of excess embryos and/or 'high-order' multiple pregnancy (triplets or more). Patients and their spouses or partners who so desire are encouraged to consult with trusted members of their religious or ethics community for guidance on their infertility treatment.

F. PSYCHOSOCIAL EFFECTS OF INFERTILITY TREATMENT

A diagnosis of infertility can be a devastating and life-altering event that impacts on many aspects of a patient's life. Infertility and its treatment can affect a patient and her spouse or partner medically, financially, socially, emotionally and psychologically. Feelings of anxiousness, depression, isolation, and helplessness are not uncommon among patients undergoing infertility treatment. Strained and stressful relations with spouses, partners and other loved ones are not uncommon as treatment gets underway and progresses.

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Rearing of twins and high-order multiples may generate physical, emotional, and financial stresses; and the incidence of maternal depression and anxiety is increased in women raising multiples.

Our health care team is available to address the emotional, as well as physical, symptoms that can accompany infertility. In addition to working with our health care team to minimize the emotional impacts of infertility treatments, patients may also consider working with mental health professionals who are specially trained in the area of infertility care. PFC has a Marriage and Family Therapist (MFT) on our staff available to help our patients who desire such counseling. National support groups are also available, such as RESOLVE (www.resolve.org, Tel. 1-888-623-0744) or the American Fertility Association (AFA), (www.theafa.org, Tel. 1-888-917-3777).

G. ALTERNATIVES TO IVF

There are alternatives to IVF treatment including Gamete Intrafallopian Transfer (GIFT), Zygote Intrafallopian Transfer (ZIFT) or Tubal Embryo Transfer (TET) where eggs and sperm, fertilized eggs or developing embryos, respectively, are placed into the fallopian tube(s). Using donor sperm, donor eggs, adoption or not pursuing treatment are also options. Gametes (sperm and/or eggs), instead of embryos may be frozen for future attempts at pregnancy in an effort to avoid potential future legal issues relating to disposition of any cryopreserved embryos.

H. REPORTING OUTCOMES

The 1992 Fertility Clinic Success Rate and Certification Act requires the Centers for Disease Control and Prevention (CDC) to collect cycle-specific data as well as pregnancy outcome on all assisted reproductive technology cycles performed in the United States each year and requires them to report success rates using these data. Consequently, data from your IVF procedure will be provided to the CDC, and to the Society of Assisted Reproductive Technologies (SART) of the American Society of Reproductive Medicine (ASRM). The CDC may request additional information from the treatment center or contact you directly for additional follow-up.

In addition to mandatory reporting required by the federal government, PFC is often involved in research on in vitro fertilization and associated treatments. This research may involve data collection for the purposes of evaluating treatment protocols or lab procedures. This research may be conducted in collaboration with other facilities or entities. All research at PFC must go through approval by an impartial Institutional Review Board (IRB) tasked with making sure that proper research practices and patient privacy procedures are being adhered to prior to undertaking the project. If the project involves a change in your upcoming treatment (e.g. a new medication or experimental protocol), you must be given full informed consent and you must voluntarily give prior approval as a research subject if you choose to participate. If the study involves collection and tabulation of data that is normally gathered as part of routine record-keeping and/or CDC data submission, especially for the purposes of analysis of prior standard treatments, a Waiver of Informed Consent may be requested from the IRB. Therefore, your information may be used and disclosed by the researchers at PFC in compliance with HIPAA guidelines in order to perform research, data aggregation or quality control. All information used for research will be de-identified prior to publication. De-identification is a process intended to prevent the data associated with your treatment being used to identify you as individuals.

I. REFERENCES

General IVF overviews available on the internet

www.pacificfertilitycenter.com/
www.reproductivefacts.org
www.sart.org/

[redacted]

www.cdc.gov/art/
www.resolve.org/site/PageServer

Number of Embryos to Transfer

Criteria for number of embryos to transfer, a committee opinion. The Practice Committee of the American Society for Reproductive Medicine and the Practice Committee of the Society for Assisted Reproductive Technology. Fertil Steril 2013; 99(1):44-6.

Culturing Embryos to the Blastocyst Stage

Blastocyst culture and transfer in clinical-assisted reproduction. The Practice Committee of the American Society for Reproductive Medicine and the Practice Committee of the Society for Assisted Reproductive Technology. Fertil Steril 2006; 86 (suppl 4): S89-S92.

Intracytoplasmic sperm injection

Genetic considerations related to intracytoplasmic sperm injection (ICSI). The Practice Committee of the American Society for Reproductive Medicine and the Practice Committee of the Society for Assisted Reproductive Technology. Fertil Steril 2006; 86 (suppl 4): S103-S105.

Embryo hatching

The role of assisted hatching in in vitro fertilization: a review of the literature. A Committee opinion. The Practice Committee of the American Society for Reproductive Medicine and the Practice Committee of the Society for Assisted Reproductive Technology. Fertil Steril 2006; 86 (suppl 4): S124-S126.

Ovarian Hyperstimulation

Ovarian hyperstimulation syndrome. The Practice Committees of the American Society for Reproductive Medicine. Fertil Steril 2006; 86 (suppl 4): S178-S183.

Risks of pregnancy

Infertility, assisted reproductive technology, and adverse pregnancy outcomes. Executive Summary of a National Institute of Child Health and Human Development Workshop. Reddy UM, Wapner RJ, Rebar RW, Tasca RJ. Obstet Gynecol 2007; 109(4):967-77.

Risk of borderline and invasive tumours after ovarian stimulation for In Vitro Fertilization in a large Dutch cohort. FE van Leeuwen, H Klip, et al. Human Reproduction, 2011;26(12):3456-65.

Risks to offspring

Infertility, assisted reproductive technology, and adverse pregnancy outcomes. Executive Summary of a National Institute of Child Health and Human Development Workshop. Reddy UM, Wapner RJ, Rebar RW, Tasca RJ. Obstet Gynecol 2007; 109(4):967-77.

Multiple pregnancy associated with infertility therapy. The Practice Committees of the American Society for Reproductive Medicine Fertil Steril 2006; 86 (suppl 4): S106-S110.

Imprinting diseases and IVF: A Danish National IVF cohort study. Lidegaard O, Pinborg A and Anderson AN. Human Reproduction 2005; 20(4):950-954.

Obstetic outcome and long-term follow-up of children conceived through assisted reproduction. Berch C, Wennerholm U-B. Best Practic & Research Clinical Obstetrics and Gynaecology (2012).

Reproductive Technologies the risks of beth defects. Davies MJ, Moore VM, Willson KJ, Van Essen P, Priest K, Scott H, Haan EA, Chan A. N Engl J Med 2012; 355:1803-13.

[redacted]

J. LEGAL CONSIDERATIONS AND LEGAL COUNSEL

This consent document memorializes that you acknowledge and agree that PFC will not perform any of the procedures outlined above without your agreement to the terms and conditions of the Agreement, and that your concurrence constitutes adequate consideration as to the matters addressed in this Agreement.

Applicable Law. The provisions of this Agreement shall be interpreted under, and performance of the parties hereto shall be governed by, the laws of the State of California without regard to California conflict of law provisions.

Entire Agreement. This Informed Consent, and any Exhibits and Addendum hereto, which are expressly made a part of this Informed Consent, set forth the entire Informed Consent. No other agreement, whether implied, oral, or written, shall be binding upon any party hereto unless this Informed Consent is amended or modified in writing to contain additional or different provisions. Any such modifications must be formally approved by the PFC Board of Directors.

Assumption of Risks. You acknowledge and understand that there are legal questions raised by IVF, which have not been settled by statute or prior court decisions in California or elsewhere. Notwithstanding the knowledge that certain of the clauses stated herein may not be enforced in a court of law, the parties choose to enter into this Informed Consent and clarify their intent to proceed with IVF.

Advice of Independent Counsel. You acknowledge that PFC has not given you legal advice and that you are not relying on PFC to give you any legal advice. You have been advised by PFC to seek the advice of an independent attorney prior to signing this Informed Consent, so that you may be fully advised of your rights, potential risks, and responsibilities under this Informed Consent. You have been informed that you may wish to consult a lawyer who is experienced in the areas of reproductive law and embryo cryopreservation and disposition if you have any questions or concerns about the present or future status of your embryos, your individual or joint access to them, your individual or joint parental status as to any resulting child, or about any other aspect of this consent and agreement. By signing this, you indicate you feel you understand the terms of the Informed Consent and the medical risks involved in the procedure, and you are signing the Informed Consent freely and voluntarily.

Legal and Ethical Risks. You understand that the laws regarding assisted reproductive technology, including embryo cryopreservation, subsequent thaw and use, and parent-child status of any resulting child(ren) is, or may be, unsettled in the state in which either the patient, spouse, partner, or any donor currently or in the future lives, or the state in which the ART Program is located.

Ethical Claims Waiver. In accepting IVF, to the fullest extent permissible by law, you also fully accept and agree that you waive any right to make legal and/or equitable claims against any other participants in IVF, including anonymous or identified gamete donors, doctors involved in this procedure, and PFC, with regard to parental rights, including issues of disclosure of information, custody or visitation, inheritance or testamentary rights, and maternity and paternity.

PLEASE INITIAL [redacted] have read and fully understand this section, Ethical Claims Waiver.

Ethical Claims Indemnity. You agree to indemnify, defend, and hold harmless PFC and its officers, directors, employees and agents from and against any and all losses, demands, claims, costs, penalties, damages (including any injury or death to any person or damage to any property) and any other liabilities of whatever kind or nature arising in connection with any legal claim brought by yourself or any relative of yours pertaining to the legal and ethical implications of your receipt of donated ovum.

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PLEASE INITIAL [redacted] ave read and fully understand this section, Ethical Claims Indemnity.

Release of Medical Risk Claims. You indicate you understand and expect that the IVF procedure will be performed with the customary standard of care. You indicate you understand the IVF procedure and risks outlined in this Informed Consent, and release and forever discharge PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities, defenses, offsets, or demands whatsoever relating to the IVF procedure contemplated herein (including loss, damage or destruction of gametes, or cryopreserved embryos) (collectively, "Liabilities"), specifically excluding any Liabilities caused by acts of gross negligence or willful misconduct by PFC or its employees, agents or representatives. In making this general release you expressly waive the provisions of California Civil Code section 1542, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

PLEASE INITIAL [redacted] have read and fully understand this section, Release of Medical Risk Claims.

Email and Facsimile Copies Valid. For purposes of this Agreement, copies sent by facsimile transmission and/or copies scanned and sent by email transmission will be acceptable, valid and sufficient for all required signatures, notices and consents. This does not eliminate the requirement for appropriate witnessing of signature(s) by PFC staff member or a Notary.

Gender and Number. Whenever the context of this Agreement requires the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

Section Headings. All section headings contained herein are for the convenience of reference only, and are not intended to define or limit the scope of any provision of this Agreement.

Severability. No provision in this Agreement is to be interpreted for or against any party because that party drafted said provision. If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any person.

Limitation of Liability. In the normal course of thawing cryopreserved eggs or embryos, some eggs or embryos may not survive the freeze and thaw process. Accordingly, the Patient hereby waive any and all claims at law or in equity against Physician arising from the loss of any or all cryopreserved eggs or embryos or for such cryopreserved eggs or embryos' failure to survive the thaw except to the extent such loss is caused by the gross negligence or willful misconduct of the Physician. With regard to the loss of cryopreserved eggs and/or embryos attributable to the gross negligence or willful misconduct of Physician, Patient's losses with respect to any such claim shall be limited to the fees paid to Physician for the procedures performed by Physician.

Dispute Resolution: Medical Claims. It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were

[redacted]

improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided in a separate arbitration agreement signed by the parties ("Arbitration Agreement").

Dispute Resolution: Other Claims. Except for any claim, controversy or dispute covered by the Arbitration Agreement, any claim, controversy or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement (collectively, "Claims"), shall be submitted to mediation in the County of San Francisco, California before a single mediator. The mediation shall be administered by JAMS or its successor in accordance with JAMS' then current rules as modified by this Section. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. Each party shall bear its own costs in connection with the mediation, and the parties will share equally in all JAMS related mediation costs. Any Claim that is not resolved in mediation shall be determined by arbitration in the County of San Francisco, California before a single arbitrator. The arbitration shall be administered by JAMS or its successor pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment and the award may be entered in any court having jurisdiction. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing of the written request for mediation, whichever occurs first. The parties will cooperate with JAMS and with one another in selecting a single arbitrator from the JAMS panel of neutrals and in scheduling the arbitration proceedings. If the parties cannot agree on an arbitrator within thirty (30) days of the date of the demand for arbitration, the arbitrator shall be appointed by JAMS in accordance with its rules. Any arbitrator appointed by JAMS will be a retired judge from and Federal or State court in the City and County of San Francisco, or possess at least 20 years of active practice in health care matters. Notwithstanding any rule of JAMS to the contrary, any and all claims brought forth subject to mediation and/or arbitration pursuant to this Agreement may only be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding in any forum. Any claim as to whether this Agreement should be subject to arbitration or the enforceability of any provision of this Section shall be resolved by arbitration conducted in accordance with this Section. Each party will bear its own attorney's fees, expert witness fees and all other costs in any arbitration, and the parties will pay equally the cost of any arbitration. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

Change of Address: I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following person(s), in order to locate me:

Name: [redacted]
Relationship
Address
Telephone Number
E-mail

J. DISPOSITION OF OOCYTE(S)

Because of the possibility of Patient's death or incapacitation, after oocyte(s) have been produced, it is important to decide on the disposition of any oocyte(s) (fresh or cryopreserved) that remain in the laboratory in

[redacted]

these situations. Since this is a rapidly evolving field, both medically and legally, the clinic cannot guarantee what the available or acceptable avenues for disposition will be at any future date.

Currently, the alternatives are:

1. Donating the cryopreserved oocyte(s) for approved research studies.
2. Discarding the cryopreserved oocyte(s).
3. Donating the cryopreserved oocyte(s) to another couple or individual in order to attempt pregnancy. (In this case, we strongly recommend undertaking the required additional infectious disease testing and screening at the time of creation of these oocyte(s), due to Federal and/or State requirements. The cost of compliance with these regulations will be the patient's responsibility.)

This agreement provides several choices for disposition of oocytes in these circumstances (death of the Patient, decision to discontinue IVF treatment, and by failure to pay fees for frozen storage).

I agree that in the absence of a more recent written and witnessed consent form, PFC is authorized to act on my choices indicated below, so far as it is practical.

I also agree that in the event that either my chosen dispositional choices are not available or I fail to preserve any choices made herein, whether through nonpayment of annual storage fees or otherwise, PFC is authorized to discard and destroy my oocyte(s).

Note:

- Embryo donation to achieve a pregnancy is regulated by the FDA (Food and Drug Administration) as well as state laws as donated tissue; certain screening and testing of the persons providing the sperm and eggs are required before donation can occur.
- You are free to revise the choices you indicate here at any time by completing another form and having it notarized.
- Your will or living trust should also include your wishes on disposition of the embryos and be consistent with this consent form. Any discrepancies will need to be resolved by court decree.

Please initial the appropriate choice in each section to delineate your wishes and initial the bottom of each page.

DEATH OF PATIENT

In the event Patient dies prior to use of all the eggs, I agree that the eggs should be disposed of in the following manner:

[redacted] **ONLY ONE choice).**

[redacted]ward for research purposes, including but not limited to quality control or embryonic stem cell research, which may result in the destruction of the eggs but will not result in the birth of a child.

____ Destroy the eggs.

____ Donate to another couple or individual for reproductive purposes. This may entail maintaining the eggs in storage, and the fees and other payments due to the clinic for these cryopreservation services. If you wish, you may designate a couple or individual to receive the eggs. FDA screening and testing is required to initiate the donation process. In the event, the designated couple or individual is unable or unwilling to accept the eggs or FDA requirements have not been fulfilled by the owner, the clinic will control the donation or destroy and discard the eggs in accordance with laboratory procedures and applicable laws.

Please donate to: Name _____

[redacted]

Address _____

_____

Telephone _____

Email _____

Default Disposition: **I understand and agree that in the event none of my elected choices are available, as determined by PFC, the clinic is authorized, without further notice to me, to destroy and discard my embryos.**

PLEASE INITIAL [redacted] have read and fully understand this Default Disposition.

[redacted]

DISCONTINUATION OF EGG CRYOPRESERVATION TREATMENT

In the event Patient discontinues IVF treatment, I agree that any eggs should be disposed of in the following manner:

[redacted] **ONLY ONE choice).**

[redacted]ward for research purposes, including but not limited to quality control or embryonic stem cell research, [redacted]ay result in the destruction of the eggs but will not result in the birth of a child.

____ Destroy the eggs.

____ Donate to another couple or individual for reproductive purposes. This may entail maintaining the eggs in storage, and the fees and other payments due to the clinic for these cryopreservation services. If you wish, you may designate a couple or individual to receive the eggs. FDA screening and testing is required to initiate the donation process. In the event, the designated couple or individual is unable or unwilling to accept the eggs or FDA requirements have not been fulfilled by the owner, the clinic will control the donation or destroy and discard the eggs in accordance with laboratory procedures and applicable laws.

Please donate to: Name _____
Address _____
_____
Telephone _____
Email _____

Default Disposition: I understand and agree that in the event none of my elected choices are available, as determined by PFC, the clinic is authorized, without further notice to me, to destroy and discard my embryos.

PLEASE INITI[redacted] I have read and fully understand this Default Disposition.

[redacted]

NONPAYMENT OF CRYOPRESERVATION STORAGE FEES

Freezing and maintaining embryo(s) in a frozen state is labor intensive and expensive. There are fees associated with freezing and maintaining cryopreserved embryo(s). Patients who have frozen embryo(s) must remain in contact with the clinic on an annual basis in order to pay fees associated with the storage of their embryo(s).

In situations where there is no contact with the clinic for a period of two years and fees associated with embryo storage have not been paid for a period of two years, the clinic will make diligent effort to contact the patients (via registered mail at the last known address). If unsuccessful in contacting the patients, the clinic will constitute the patients' embryo(s) as abandoned. The clinic reserves the right to remove the abandoned embryo(s) from storage and destroy them in accordance with normal laboratory procedures and applicable law.

Not contacting the clinic for two years and not paying the fees associated with embryo storage for two years constitutes the patients' express authorization to the clinic to follow the disposition instructions elected below without further communications to or from the patients. Any delinquent storage fees will still be owed to the clinic.

[redacted] **ONLY ONE choice):**

____ Award for research purposes, including but not limited to quality control or embryonic stem cell research, which may result in the destruction of the eggs but will not result in the birth of a child.

____ Destroy the eggs.

Default Disposition: I understand and agree that in the event none of my elected choices are available, as determined by PFC, the clinic is authorized, without further notice to me, to destroy and discard my embryos.

PLEASE INITIAL: [redacted] have read and fully understand this Default Disposition.

DONATION OF FROZEN EGGS FOR RESEARCH PURPOSES

If the option "award for research purposes" under any of the preceding circumstances is selected, as a donor of human eggs or embryos to research, including but not limited to stem cell research, you should be aware of the following:

- Donating eggs for research may not be possible or may be restricted by law. While efforts will be made to abide by your wishes, no guarantees can be given that eggs will be used for research. In these instances, if after two years no recipient or research project can be found, or your eggs are not eligible, your eggs will be destroyed and discarded by the lab in accordance with laboratory procedures and applicable laws.
- The eggs may be used to derive human pluripotent stem cells for research and the cells may be used, at some future time, for human transplantation research or to treat human disease.
- All identifiers associated with the eggs will be removed prior to the transfer of the eggs to the research team and prior derivation of human pluripotent stem cells.
- Donors to research will not receive any information about subsequent testing on the eggs or the derived human pluripotent cells.
- Derived cells or cell lines, with all identifiers removed, may be kept for many years.
- It is possible the donated material may have commercial potential, but the donor will receive no financial or other benefit from any future commercial development.
- Human pluripotent stem cell research is not intended to provide direct medical benefit to the egg donor.
- Eggs donated for research will not be transferred to a woman's uterus, nor will the eggs survive the human pluripotent stem cell derivation process. Eggs will be handled respectfully, as is appropriate for all human tissue used in research.

[redacted]

I authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

I acknowledge that I have read this Informed Consent and fully understand all risks outlined therein, and that I understand the medical and other terms contained in this Agreement. I also understand there may be risks that are not known at this time. I have had an opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

I certify the disposition selections I have made above. I understand that I can change my selections in the future, but need written agreement as outlined above. I also understand that in the event that none of my elected choices is available, the clinic is authorized, without further notice from me, to destroy and discard my frozen embryos.

LEGAL SIGNATURE OF PATIENT

Patient: [redacted]

Telephone Number [redacted] Date

PFC Witness: [redacted]

[redacted]

If not able to be witnessed by PFC Staff, you must use a Notary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ }

On _____ (**Date**), before me, _____ (**Here insert name and title of the officer**),

personally appeare [redacted] _____ (**Patient**), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary Public

Notary Public Seal

[redacted]

EXHIBIT N

Pacific Fertility Center
The ART of Conception

55 Francisco St., Suite 500, San Francisco, CA 94133
Phone: 415-834-3000 Fax: 415-834-3099

Reviewed by Letty

INFORMED CONSENT AND AGREEMENT FOR IN VITRO FERTILIZATION

As of the date set forth below, I, [redacted]

(the "Patient"), of legal age and not acting under any duress, fraud, or coercion, and for good and valuable consideration, hereby enter into this INFORMED CONSENT AND AGREEMENT TO PERFORM IN VITRO FERTILIZATION ("Agreement") and hereby authorize the undersigned physician (the "Physician") or his or her designated physician (the "Designee") employed by Pacific Fertility Center ("PFC") and the staff employed by the assisted reproductive technologies center located at 55 Francisco Street, Suite 500, San Francisco, California, owned and operated by Pacific Fertility Center ("PFC"), to conduct all appropriate and necessary medical procedures attendant to the In Vitro Fertilization procedure described in this Agreement (the "Medical Procedure").

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

A. INFORMED CONSENT

This Agreement is also known as an "Informed Consent Form." The Patient should read this form carefully and ask questions before you decide whether or not to give your consent for this Medical Procedure. The purpose of this Agreement and Informed Consent Form is to inform you of the risks of, as well as the nature of, the Medical Procedure, and the available alternative methods of treatment and their risks and benefits. Except in cases of emergency, you have the right to consent to or refuse any proposed operation or procedure at any time prior to its performance. You should read this Agreement and Informed Consent Form carefully and ask questions before deciding to give your consent for this Medical Procedure.

B. PROCEDURE

The main objective of this procedure is to allow the Patient the opportunity to freeze oocytes. In IVF oocytes are removed and may be cryopreserved (frozen) All fees for preparing the oocytes and freezing the oocytes shall be paid at the rates or schedules in existence at the time, and shall be paid in advance of the time these services are performed.

I understand, fully consent to, and agree to be bound by the general procedures involved in IVF, which include but are not limited to the following:

1. Comprehensive medical information will be obtained from me, from medical records, from physical examinations, and otherwise, to determine whether I am a suitable candidate for this procedure. Blood,

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exclude the existence of conditions, which would interfere with the stimulation of the ovaries or freezing of the oocytes including testing for some infectious and sexually transmitted diseases. These tests may require samples of blood, or cells from me.

2. Hormones may be administered by injection, suppositories, nasal spray, or by mouth.

3. GnRH (gonadotropin releasing hormone), agonists (Lupron, Synarel), or GnRH antagonists (Antagon, Cetrotide) may be given by injection or nasal spray to suppress the pituitary gland. Fertility drugs such as human menopausal gonadotropins (Pergonal, Humagon, Repronex, Gonal-F, Follistim,) or clomiphene (Clomid, Serophene) are used to stimulate follicles (sacs in the ovary which contain eggs), human chorionic gonadotropin (hCG, Profasi, Novarel, Ovidrel) to stimulate ovulation, and estrogen and progesterone to aid in support of the early pregnancy. Birth control pills may be used to prevent ovulation. The FDA has not approved some of these medications for this use.

4. The endometrium may be monitored by measurement of hormones (through a blood test) and ultrasound measurements.

5. When follicles are determined by PFC to be mature by ultrasound and blood test criteria, hCG will be administered. Oocyte retrieval will then be performed, usually within 36 hours.

6. For oocyte retrieval, a needle is inserted through the rear portion of the vagina (or rarely, the abdomen) into the ovary under sedation or local, regional, or general anesthesia. Eggs are then aspirated through the needle. Alternatively, a laparoscopy may be performed and a needle inserted into the ovary through an abdominal incision while the ovary is viewed through the laparoscope.

7. Research is continually developing new methods and protocols to enhance IVF. New methods and protocols may be employed upon the discretion of PFC or its physicians.

PFC agrees to provide the following services as medically appropriate:

1. Fertility evaluation, testing, and treatment of the Patient prior to IVF.

2. Ovarian stimulation and monitoring.

3. Oocyte retrieval.

4. Laboratory treatment and management of the oocytes.

5. Cryopreservation of oocytes.

6. Maintenance of records on the IVF procedure and evaluation.

[redacted]

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I agree and represent to the following:

1. I will provide PFC complete medical, physical, and psychological records, which pertain to my suitability as an IVF candidate.

2. I represent that I to my knowledge have no medical, psychological, or legal impediment to IVF.

3. I will make myself available for evaluation and treatment as requested by PFC and its physicians. I will comply with all medical recommendations of PFC. I understand, acknowledge, and agree that my acceptance into and continued participation in PFC's IVF program is within the sole discretion of PFC.

4. I will pay for the costs of IVF as set forth in this Agreement and according to the current fee schedule of PFC.

C. RISKS AND COMPLICATIONS

In any technical process that requires mechanical support, failure of equipment can occur. Back-up systems are available to decrease the likelihood of any malfunction, but unforeseen situations can occur which may be out of the control of the physicians and technicians.

We understand that the following risks, complications and discomforts of IVF, as well as others not listed or not known, may occur.

1. Hormone therapy may produce symptoms and/or complaints including nausea, vomiting, weight gain or weight loss, breast tenderness and enlargement, occasional vaginal bleeding, chloasma (darkening of the skin), yeast infections of the vagina, vaginal discharge and wetness, menstrual period cramping, headaches, hot flashes, fluid retention, and mood changes. Irritation, redness infection, or abscess formation may occur at the site of an injection. Less common side effects include appetite changes, nervousness, depression, fatigue, changes in vision, sleeplessness, and changes in sex drive.

2. Hormone therapy may also produce clinical signs and conditions, such as ovarian cysts, hypertension (high blood pressure), gallbladder disease, blood clots developing in the legs, lungs, eyes, brain, heart or elsewhere, heart attacks, and strokes. Patients who smoke are at higher risk of developing some of these problems.

3. At least one report has described a possible association between the use of fertility drugs and ovarian cancer.

4. Blood drawing may produce discomfort at the site of the needle insertion as well as localized swelling (hematoma) and skin discoloration (bruising).

5. Women undergoing vaginal ultrasound may feel mild discomfort or irritation from the passage of the probe into the vagina.

[redacted]

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6. If laparoscopy is performed, the usual surgical risks apply. I understand that a separate informed consent will be obtained from me by PFC for a laparoscopy.

7. There may be psychological anguish or stress associated with participation in IVF or with the freezing of oocytes.

8. There may be unknown effects of IVF, and oocyte freezing now or in the future.

9. There may be unknown effects of the treatment now or in the future upon a child conceived through IVF, oocyte freezing/thawing, in-vitro fertilization and embryo development.

10. The risks of oocyte retrieval include infection, bleeding, scarring, or injury to bowel, blood vessels, ovaries, uterus, fallopian tubes, or bladder. In addition, there is a small risk of anesthetic complications. Injuries could require hospitalization or emergency surgery for repair or removal of affected organs.

11. Administration of fertility drugs can cause ovarian hyperstimulation. In ovarian hyperstimulation, the ovaries enlarge and begin to leak fluids. This can lead to nausea, discomfort, dehydration, ascites (fluid around the bowels), and pericardial and pleural effusions (fluid around the heart and lungs). Serious complications, such as ovarian rupture, blood clots, strokes, shock, and death have been reported from ovarian hyperstimulation syndrome. Pregnancy increases the risk of hyperstimulation in patients receiving fertility drugs.

12. IVF is a dynamic and rapidly progressing therapy. New technologies, procedures, and methods are sometimes employed clinically before complete testing for safety and efficacy. There may be side effects, risks, or costs inherent in these techniques which are not known or are incompletely described.

I am fully aware that information regarding the true incidence of the risks is incomplete and I voluntarily assume all such risks.

I have been advised and understand that the IVF team will be available during my treatment to answer any questions or doubts and to care for any problems, side effects, or complications.

I shall immediately see a PFC physician or go to the nearest emergency room if any of the early signs of heart attack, stroke, and/or blood clots are experienced such as: severe abdominal pain, severe chest pain, arm pain, shortness of breath, coughing up blood or secretions, severe or atypical headaches, vomiting, dizziness, faintness, muscle weakness, paralysis, numbness, speech disturbance, blurred vision, visual loss, or severe leg pain. I agree to notify PFC of these or other unusual symptoms or change in condition.

I understand that despite reasonable precautions and every best medical effort, PFC does not and cannot guarantee that I will have oocytes to cryopreserve (freeze). I may be given estimates of my capacity to conceive using frozen/thawed oocytes by our physician. These estimates are professional judgments based on available but sometimes incomplete information, and I understand that the accuracy of this estimate cannot be guaranteed. I am aware of the following, which may prevent the cryopreservation of oocytes:

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1. I may not produce a sufficient number of oocytes or may produce too many oocytes. The cycle may be discontinued prior to oocyte retrieval for these or other reasons.

2. The time of ovulation may be unpredictable, may be misjudged, may have occurred already, or may not occur in the monitored cycle.

3. Oocytes may not be obtained at the time of oocyte retrieval or may be of poor quality.

4. The undersigned fully acknowledge and understand that accidental misplacement, loss, damage, or destruction of oocytes might occur prior to, during, or after any of the medical, surgical, or laboratory procedures described herein.

5. Infection of oocytes, equipment, or culture media may occur.

6. Other unforeseen circumstances may occur at any step of the procedure and prevent completion of the procedure and/or prevent cryopreservation of oocytes.

Prenatal genetic testing is now available for many genetic diseases. Examples include: cystic fibrosis, TAY-Sachs, Fragile X. There are many other diseases that can also be screened for prenatally. The list of these diseases is constantly growing. Pre-pregnancy counseling should be obtained from an obstetrician or genetics counselor to see if any of these tests should be performed prior to the in vitro fertilization procedure.

D. DISPOSAL OF GENETIC MATERIAL

I consent to the disposal of eggs according to the best judgment of PFC. In addition, I consent to the disposal or utilization of other cells, body tissues, or fluids that may have been obtained through participation in the IVF program. This material, as an alternative, may be used to train embryologists in the procedures of assisted reproductive technology. The Patient understands that eggs will never be used for the purposes of obtaining a pregnancy with any other party except with the Patient's explicit written permission.

E. FINANCIAL RESPONSIBILITIES

I understand that the fees and fee structure for IVF will change from time to time and that fees will be according to the established schedule of PFC. I represent that I am financially able to participate in the program and acknowledge that I am aware of the costs of my care in the program and I agree to be responsible for these costs.

I understand that insurance coverage for any or all of the procedures set forth herein may not be available and that I will be personally responsible for the expenses of this IVF treatment.

I am responsible for the cost of:

1. Medical screening. Professional (medical, legal and psychological) consultations, laboratory, ultrasound, and radiological evaluation(s)

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2. Stimulation and monitoring. Includes medications, such as GnRH agonist, human menopausal gonadotropins, human chorionic gonadotropin, clomiphene, and others, and costs of ultrasounds, blood tests, supplies, and procedures involved in monitoring.

3. Oocyte retrieval: Includes anesthesia, professional fees, procedure room, supplies, and personnel.

4. In vitro fertilization care.

5. Treatment of any complications of IVF, including drugs, supplies, professional fees, and hospitalization. I may purchase an insurance policy to cover complications of the procedure, but I understand there can be no assurance from PFC that such a policy will cover the risks of IVF or the costs of medical treatment of complications of the procedure.

6. Freezing of oocytes, including annual storage fees as set by PFC.

7. Some of the above services will be provided by PFC. Some services will be provided outside of PFC.

F. CONFIDENTIALITY

I understand that I and PFC, unless compelled by law, will make all reasonable efforts to keep information obtained during the course of medical management confidential. I agree that specific medical details, including photographs and videos, may be revealed in publications, as long as my identity or identifying information are not disclosed. I understand that my name and identity will not be disclosed to the media or to any person outside PFC without my prior written authorization.

G. LEGAL

In accepting IVF, I also fully accept and agree that I waive any right to make legal claims against any other participants in IVF, including doctors involved in this procedure, and PFC, with regard to parental rights, including issues of disclosure of information, custody or visitation, inheritance or testamentary rights, and maternity and paternity.

I have been advised by PFC to seek the advice of an independent attorney prior to signing this Informed Consent, so that I may be fully advised of my rights, potential risks, and responsibilities under this Informed Consent. I feel I understand the terms of the Informed Consent and the medical risks involved in the procedure, and I sign the Informed Consent freely and voluntarily. .

I acknowledges and understands that there are legal questions raised by IVF, which have not been settled by statute or prior court decisions in California or elsewhere. Notwithstanding the knowledge that certain of the clauses stated herein may not be enforced in a court of law, the parties choose to enter into this Informed Consent and clarify their intent to proceed with IVF.

[redacted]

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Phone: 415-834-3000 Fax: 415-834-3099

I understand and expect that the IVF procedure will be performed with the customary standard of care. I understand the IVF procedure and risks outlined in this Informed Consent, and release and forever discharge PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities, defenses, offsets, or demands whatsoever relating to the IVF procedure contemplated herein (including loss, damage or destruction of gametes, or cryopreserved oocytes), specifically excluding any acts of negligence by PFC or its employees, agents or representatives. In making this general release I expressly waive the provisions of California Civil Code section 1542, which provides:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I acknowledge and agree that in the event of loss, damage or destruction of gametes, or cryopreserved oocytes at any time during the IVF procedure, our actual damages would be impracticable to determine. I therefore agree that in the event of loss, damage or destruction of gametes, or cryopreserved oocytes for any reason whatsoever, I shall be entitled to liquidated damages in the amount equal to the actual cost of the professional services performed by PFC in that IVF cycle as of the date such loss, damage or destruction occurred, and we shall be entitled to receive our out-of-pocket costs incurred for travel, lodging, and meals as of the date of such loss, damage or destruction, specifically excluding costs of medications. I hereby agree to hold harmless PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, loss, damage or destruction of gametes, or cryopreserved oocytes, except for the liquidated damages set forth in this paragraph.

I agree to indemnify and hold harmless PFC, its principals, employees, agents, representatives, heirs, and assigns from any liabilities, claims, losses, costs, and damages, for any acts or omissions relating to this Agreement, and agree to pay all court costs and attorneys' fees incurred in connection with any such proceedings in which the undersigned physician(s) or PFC are named or are required to pay on matters connected with this Agreement, or which arise out of any acts or omissions relating to this Agreement, including but not limited to any claim made against the undersigned physician(s) by a child or offspring or by any heirs or administrators of a child born as a result of the procedures described in this Agreement, and any non-negligent loss of the Oocytes by PFC. However, such indemnity shall not extend to any negligent acts or negligent omissions, or willful misconduct, of the Physician, his or her Designee(s), the staff or other employees of PFC.

Any and all disputes relating to this Agreement or its breach shall be settled by binding arbitration in San Francisco, California, in accordance with the then-current rules of the American Arbitration Association, and judgement upon the award entered by the arbitrators may be entered in any Court having jurisdiction hereof. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in Court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the Party designated by the Arbitrator or Court. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided herein for all notice. Such services shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one party either dismiss or abandon the claim or counterclaim before hearing thereon, the other

[redacted]

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Party shall be deemed the "Prevailing Party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "Prevailing Party" pursuant to this Agreement.

I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following persons, in order to locate me:

Contact #1 [redacted]

Contact #2

This Informed Consent, and any Exhibits and Addendum hereto, which are expressly made a part of this Informed Consent, set forth the entire Informed Consent. No other agreement, whether implied, oral, or written, shall be binding upon any party hereto unless this Informed Consent is amended or modified in writing to contain additional or different provisions.

If any clause or provision of this Informed Consent is deemed invalid or unenforceable, the remainder of this Informed Consent shall remain in full force and effect.

I, authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

I acknowledge that have read this Informed Consent and fully understand all risks outlined therein, and that I understand the medical and other terms contained in this Agreement. I also understand there may be risks that are not known at this time. I have had an opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

[redacted]

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Signed as of the date set forth below at [redacted], California.

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PAGE 1 OF THIS CONTRACT.

[redacted]

If not able to be witnessed by PFC Staff, you must use a Notary

State of California County of _____

Notary Public Seal:
Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (Month), 20____,

By _____ (Name of Signer (1)) and _____ (Name of Signer (2)),

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

_____
For other required information(Notary Name, Commission No., etc Seal

[redacted]

EXHIBIT O

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Reviewed by Letty

PACIFIC FERTILITY CENTER
INFORMED CONSENT AND AGREEMENT FOR
CRYOPRESERVATION OF OOCYTE(S)
(ADDENDUM TO INFORMED CONSENT TO PERFORM
IN VITRO FERTILIZATION)

As of the date set forth below, I, [redacted] referred to herein as the "Patient," of legal age and not acting under any duress, fraud, or coercion, and for good and valuable consideration, hereby enter into this INFORMED CONSENT AND AGREEMENT FOR CRYOPRESERVATION OF OOCYTE(S) (ADDENDUM TO INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION) ("Agreement") and hereby authorize the undersigned physician (the "Physician") or his or her designated physician (the "Designee") employed by Pacific Fertility Center ("PFC") and the staff employed by the assisted reproductive technologies center located at 55 Francisco Street, Suite 500, San Francisco, California, owned and operated by Pacific Fertility Center ("PFC"), to conduct all appropriate and necessary medical procedures attendant to the cryopreservation procedure described in this Agreement (the "Medical Procedure").

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

1. Informed Consent.

This Agreement is also known as an "Informed Consent Form." The Patient should read this form carefully and ask questions before you decide whether or not to give your consent for this Medical Procedure. The purpose of this Agreement and Informed Consent Form is to you of the risks of, as well as the nature of, the Medical Procedure, and the available alternative methods of treatment and their risks and benefits. Except in cases of emergency, you have the right to consent to or refuse any proposed operation or procedure at any time prior to its performance. You should read this Agreement and Informed Consent Form carefully and ask questions before deciding to give your consent for this Medical Procedure.

2. Procedure.

In addition to the "INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION" (herein after referred to as "IVF Consent Form"), I also freely consent to participation in the procedure for "cryopreservation" (freezing) of oocytes(s) described below:

a. After all of the procedures described in the Informed Consent Form to Perform In Vitro Fertilization involving egg retrieval and laboratory preparation, have occurred successfully, a portion or all of the oocyte(s) may be designated for cryopreservation (freezing) (hereafter "the Oocytes"). The Oocytes will be transferred to a specially prepared laboratory medium and frozen in a cryopreservation device. The Oocytes shall be stored frozen for the exclusive use by the Patient for future fertilization and transfer(s) to the uterus of the Patient or a designated gestational carrier, except as otherwise directed by the Patient in this Agreement or in a separate written agreement. All fees for this procedure shall be paid in advance, but shall not include fees for the services described in Paragraph 2(b) below, which shall be payable separately at rates prevailing at the time the service under Paragraph 2(b) is performed.

[redacted]

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b. At the Patient's specific written direction, PFC will subsequently thaw out the Oocytes in a specially prepared laboratory medium and will fertilize and transfer some or all of the Embryos to the uterus of the Patient in the same manner described in the IVF/ET Consent Form. All fees for fertilizating the oocytes and preparing the Embryos and transferring the Embryos shall be paid at the rates or schedules in existence at the time, and shall be paid in advance of the time these services are performed.

c. PFC shall remit to the Patient an annual notification and invoice for continued cryopreservation of the Oocytes. It is the Patient's responsibility to pay the current annual storage fee (currently said fee is $400 and is subject to change at the sole discretion of PFC), and if the annual storage fee is not paid within the period specified in the annual invoice, PFC shall have the right and authority to thaw and discard the Oocytes without prior authorization from the Patient, or, if the Patient is not living, prior authorization from her executors, administrators, trustees, successors, assigns or heirs. The Patient expressly understand that failure to pay the annual storage fee within the period specified in the annual invoice shall result in the thawing and discarding of the Oocytes by PFC.

d. It is the responsibility of the Patient to inform PFC of any change in address, in the event the Oocytes are cryopreserved. Along with the annual invoice referenced in Paragraph 2(c) above, PFC shall remit to the Patient an oocyte disposition form, in which the Patient may specify if she wishes the oocytes to remain in cryopreservation, to be donated to medical research or to a third party(ies) for purposes of attempted conception, or to be discarded. If the oocyte disposition form is not completed and returned within two calendar years from the last written direction from the Patient as to oocyte disposition, and if reasonable attempts to locate the Patient by PFC have been unsuccessful, PFC shall have the right and authority to thaw and discard the Oocytes without prior authorization from the Patient, or, if the Patient is not living, prior authorization from her executors, administrators, trustees, successors, assigns or heirs. The Patient expressly understand that failure to maintain contact with PFC, as set forth in this Paragraph, shall result in the thawing and discarding of the Oocytes by PFC.

3. Risks and Benefits.

Risks:

a. A major risk from the use of frozen-thawed oocytes is the failure of fertilization, embryo development and failure of conception. As oocyte cryopreservation is a very new procedure, the expected thaw-survival rates for patients of all ages is unknown. For our limited experience using young and healthy donor eggs, the number of eggs surviving vitrification (eggs we were able to inseminate) was 60% of the original vitrified eggs. Again, with our preliminary experience, we have a 16% ongoing pregnancy rate per warmed (thawed) egg. In some cases of egg warming, none of the vitrified eggs survived so this has to be considered a risk of egg vitrification. The likelihood that the survival and ongoing pregnancy rates will be lower for women over age 35 is very high, due to general poorer quality of oocytes with older eggs and higher natural miscarriage rates.

b. There may be an increased risk of chromosomal abnormality or other birth defects in infants resulting from embryos derived from frozen-thawed oocytes. We do not have enough human experience to demonstrate if there is any increase in such defects beyond that experienced in natural conceptions.

c. In any technical process that requires mechanical support, failure of equipment can occur. Back-up systems are available to decrease the likelihood of any malfunction, but unforeseen situations can occur which may be out of the control of the physicians and technicians.

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d. It is not possible to guarantee that cryopreserved oocytes will not be destroyed by the freezing process, will stand long-term storage, or will fertilize and/or develop normally after thawing. There is inadequate experience on long-term cryopreservation of human oocytes, and no firm answers are available. Basing important life decisions and expectations on a limited number of cryopreserved Oocytes may have unforeseen consequences.

Benefits:

The benefits that derive from delayed transfer of frozen-thawed oocyte(s) that are fertilized and developed into embryos for transfer include:

a. Delay in pregnancy
b. Preservation of future fertility
c. Preservation of oocyte(s) which Patient may not wish to fertilize at initial Ooocyte Retrieval
d. Increased chance of pregnancy from a single IVF cycle, thereby possibly decreasing the risk of surgery and the expense of further cycles.
e. To enable frozen-thaw oocytes to be fertilized and developed to embryos for transfer under unstimulated or natural cycles that may be optimal for embryo implantation.

4. Disposition.

a. If the Patient should die after the Oocyte(s) have been cryopreserved, the Patient's executors, administrators, trustees, successors, assigns or heirs shall provide PFC with a certified copy of the death certificate. The Patient presently agrees that the following shall occur in the event of her death and instruct PFC to do the following

____ (1) All Oocytes(s) shall be thawed and discarded.

or

[redacted]2) If the Patient is married, her legal partner shall have exclusive rights and authority over the Oocytes, and he/she shall have the right to have the Oocytes thawed, fertilized and transferred to the uterus of a subsequent spouse or partner or a gestational carrier, at any time.

or

____ (3) The Oocytes shall be donated to PFC to be used in medical research either by PFC or another medical facility designated by PFC.

b. If the Patient is married and at any time obtains a divorce while the Oocytes are being cryopreserved, the legal partner agrees to provide a certified copy of the final divorce decree to PFC at which time the Embryos will be:

(1) Handled in the manner set forth in the final divorce decree.

(2) If the final divorce decree specifies that either Partner be granted exclusive custody of the Oocytes, then such Partner shall enter into a new agreement with PFC as to the disposition of the Oocytes. PFC makes no representations concerning the validity, legality, or enforceability of any such agreement and expressly reserves the right to refuse to enter into any such agreement for any reason whatsoever and to make appropriate arrangements to transfer the embryos resulting from the fertilized frozen-thawed oocytes to the Partner granted exclusive custody in the final divorce decree.

[redacted]

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c. If the Patient subsequently decides to donate the Oocytes to another person, there will be federal requirements for re-testing the donor (the Patient) for certain infectious diseases before the Oocytes can be utilized by the recipient of the tissues.

d. Since the Oocytes may be being preserved for an unknown period of time, the possibility exists that PFC may cease operations, resulting in the need for the cryopreserved Oocytes to be transferred to another facility.

5. The Patient understands and agrees that absent a clear directive to PFC herein, PFC cannot release, discard, or transfer the Oocytes. Any inconsistent directives by the Patient herein likewise may encumber PFC's ability to release, discard or transfer the Oocytes in a manner consistent with the Patient's intentions. Without a court decree or written mutual consent from the Patient, PFC cannot release, discard or transfer the Oocytes. In such circumstances, PFC will continue to store the Oocytes in accordance with Paragraph 2 above. However, if the storage fee is not timely paid, PFC shall have the authority to thaw and discard the Oocytes.

6. The Patient acknowledges that PFC may, in its discretion, refuse to use or transfer the resulting Embryos to the uterus of the Patient, for any reason, and that its refusal to do so shall not constitute a breach of this Agreement.

7. The Patient agrees to indemnify and hold harmless PFC, its principals, employees, agents, representatives, heirs, and assigns from any liabilities, claims, losses, costs, and damages, for any acts or omissions relating to this Agreement, and agree to pay all court costs and attorneys' fees incurred in connection with any such proceedings in which the undersigned physician(s) or PFC are named or are required to pay on matters connected with this Agreement, or which arise out of any acts or omissions relating to this Agreement, including but not limited to any claim made against the undersigned physician(s) by a child or offspring or by any heirs or administrators of a child born as a result of the procedures described in this Agreement, and any non-negligent loss of the Oocytes by PFC. However, such indemnity shall not extend to any negligent acts or negligent omissions, or willful misconduct, of the Physician, his or her Designee(s), the staff or other employees of PFC.

8. I authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

9. Any and all disputes relating to this Agreement or its breach shall be settled by binding arbitration in San Francisco, California, in accordance with the then-current rules of the American Arbitration Association, and judgement upon the award entered by the arbitrators may be entered in any Court having jurisdiction hereof. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in Court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the Party designated by the Arbitrator or Court. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided herein for all notice. Such services shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one party either dismiss or abandon the claim or counterclaim before hearing thereon, the other Party shall be deemed the "Prevailing Party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "Prevailing Party" pursuant to this Agreement.

10. I acknowledge that I have read this Informed Consent and Agreement for Cryopreservation of Oocytes and fully understand

[redacted]

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opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

11. I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following persons, in order to locate me:

FOR PATIENTS HAVING OOCYTE FREEZING:

During the time that you have oocytes stored at Pacific Fertility Center, we will be in contact with you annually to renew your agreement to keep the oocytes stored with us. There is an annual storage fee that will be charged to maintain storage.

If you change residence at any time that you have oocytes stored with us, it is most important that you send a change of address notice to us.

We are requesting that you provide to us the name, permanent address and phone numbers of two family members or friends that will be likely to have your new address. Volunteering this information is completely optional but strongly recommended. Should we need to contact anyone on your contact list, we would simply identify ourselves as your doctor's office in San Francisco, and would not identify ourselves as a Fertility Center, in order to maintain your confidentiality.

First Contact [redacted]

Second Contact [redacted]

[redacted]

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I authorize Pacific Fertility Center to contact the above listed person(s) if PFC is unable to contact me directly despite reasonable efforts.

Printed name: [redacted]

Printed name:_____ Signed:_____ Date:_____
Notary or PFC Witness Notary or PFC Witness

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PAGE 1 OF THIS CONTRACT.

Patient: [redacted]

[redacted]

(PLEASE SEE NEXT PAGE)

[redacted]

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If not able to be witnessed by PFC Staff, you must use a Notary

State of California County of _____

Notary Public Seal:
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
Month

By _____ and _____,
Name of Signer (1) Name of Signer (2)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

_____
For other required information(Notary Name, Commission No., etc Seal

[redacted]

EXHIBIT P

Reviewed by Pam

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INFORMED CONSENT AND AGREEMENT FOR IN VITRO FERTILIZATION

As of the date set forth below, I, [redacted]

(the "Patient"), of legal age and not acting under any duress, fraud, or coercion, and for good and valuable consideration, hereby enter into this INFORMED CONSENT AND AGREEMENT TO PERFORM IN VITRO FERTILIZATION ("Agreement") and hereby authorize the undersigned physician (the "Physician") or his or her designated physician (the "Designee") employed by Pacific Fertility Center ("PFC") and the staff employed by the assisted reproductive technologies center located at 55 Francisco Street, Suite 500, San Francisco, California, owned and operated by Pacific Fertility Center ("PFC"), to conduct all appropriate and necessary medical procedures attendant to the In Vitro Fertilization procedure described in this Agreement (the "Medical Procedure").

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

A. INFORMED CONSENT

This Agreement is also known as an "Informed Consent Form." The Patient should read this form carefully and ask questions before you decide whether or not to give your consent for this Medical Procedure. The purpose of this Agreement and Informed Consent Form is to inform you of the risks of, as well as the nature of, the Medical Procedure, and the available alternative methods of treatment and their risks and benefits. Except in cases of emergency, you have the right to consent to or refuse any proposed operation or procedure at any time prior to its performance. You should read this Agreement and Informed Consent Form carefully and ask questions before deciding to give your consent for this Medical Procedure.

B. PROCEDURE

The main objective of this procedure is to allow the Patient the opportunity to freeze oocytes. In IVF oocytes are removed and may be cryopreserved (frozen) All fees for preparing the oocytes and freezing the oocytes shall be paid at the rates or schedules in existence at the time, and shall be paid in advance of the time these services are performed.

I understand, fully consent to, and agree to be bound by the general procedures involved in IVF, which include but are not limited to the following:

1. Comprehensive medical information will be obtained from me, from medical records, from physical examinations, and otherwise, to determine whether I am a suitable candidate for this procedure. Blood,

[redacted]

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exclude the existence of conditions, which would interfere with the stimulation of the ovaries or freezing of the oocytes including testing for some infectious and sexually transmitted diseases. These tests may require samples of blood, or cells from me.

2. Hormones may be administered by injection, suppositories, nasal spray, or by mouth.

3. GnRH (gonadotropin releasing hormone), agonists (Lupron, Synarel), or GnRH antagonists (Antagon, Cetrotide) may be given by injection or nasal spray to suppress the pituitary gland. Fertility drugs such as human menopausal gonadotropins (Pergonal, Humagon, Repronex, Gonal-F, Follistim,) or clomiphene (Clomid, Serophene) are used to stimulate follicles (sacs in the ovary which contain eggs), human chorionic gonadotropin (hCG, Profasi, Novarel, Ovidrel) to stimulate ovulation, and estrogen and progesterone to aid in support of the early pregnancy. Birth control pills may be used to prevent ovulation. The FDA has not approved some of these medications for this use.

4. The endometrium may be monitored by measurement of hormones (through a blood test) and ultrasound measurements.

5. When follicles are determined by PFC to be mature by ultrasound and blood test criteria, hCG will be administered. Oocyte retrieval will then be performed, usually within 36 hours.

6. For oocyte retrieval, a needle is inserted through the rear portion of the vagina (or rarely, the abdomen) into the ovary under sedation or local, regional, or general anesthesia. Eggs are then aspirated through the needle. Alternatively, a laparoscopy may be performed and a needle inserted into the ovary through an abdominal incision while the ovary is viewed through the laparoscope.

7. Research is continually developing new methods and protocols to enhance IVF. New methods and protocols may be employed upon the discretion of PFC or its physicians.

PFC agrees to provide the following services as medically appropriate:

1. Fertility evaluation, testing, and treatment of the Patient prior to IVF.

2. Ovarian stimulation and monitoring.

3. Oocyte retrieval.

4. Laboratory treatment and management of the oocytes.

5. Cryopreservation of oocytes.

6. Maintenance of records on the IVF procedure and evaluation.

[redacted]

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I agree and represent to the following:

1. I will provide PFC complete medical, physical, and psychological records, which pertain to my suitability as an IVF candidate.

2. I represent that I to my knowledge have no medical, psychological, or legal impediment to IVF.

3. I will make myself available for evaluation and treatment as requested by PFC and its physicians. I will comply with all medical recommendations of PFC. I understand, acknowledge, and agree that my acceptance into and continued participation in PFC's IVF program is within the sole discretion of PFC.

4. I will pay for the costs of IVF as set forth in this Agreement and according to the current fee schedule of PFC.

C. RISKS AND COMPLICATIONS

In any technical process that requires mechanical support, failure of equipment can occur. Back-up systems are available to decrease the likelihood of any malfunction, but unforeseen situations can occur which may be out of the control of the physicians and technicians.

We understand that the following risks, complications and discomforts of IVF, as well as others not listed or not known, may occur.

1. Hormone therapy may produce symptoms and/or complaints including nausea, vomiting, weight gain or weight loss, breast tenderness and enlargement, occasional vaginal bleeding, chloasma (darkening of the skin), yeast infections of the vagina, vaginal discharge and wetness, menstrual period cramping, headaches, hot flashes, fluid retention, and mood changes. Irritation, redness infection, or abscess formation may occur at the site of an injection. Less common side effects include appetite changes, nervousness, depression, fatigue, changes in vision, sleeplessness, and changes in sex drive.

2. Hormone therapy may also produce clinical signs and conditions, such as ovarian cysts, hypertension (high blood pressure), gallbladder disease, blood clots developing in the legs, lungs, eyes, brain, heart or elsewhere, heart attacks, and strokes. Patients who smoke are at higher risk of developing some of these problems.

3. At least one report has described a possible association between the use of fertility drugs and ovarian cancer.

4. Blood drawing may produce discomfort at the site of the needle insertion as well as localized swelling (hematoma) and skin discoloration (bruising).

5. Women undergoing vaginal ultrasound may feel mild discomfort or irritation from the passage of the probe into the vagina.

[redacted]

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6. If laparoscopy is performed, the usual surgical risks apply. I understand that a separate informed consent will be obtained from me by PFC for a laparoscopy.

7. There may be psychological anguish or stress associated with participation in IVF or with the freezing of oocytes.

8. There may be unknown effects of IVF, and oocyte freezing now or in the future.

9. There may be unknown effects of the treatment now or in the future upon a child conceived through IVF, oocyte freezing/thawing, in-vitro fertilization and embryo development.

10. The risks of oocyte retrieval include infection, bleeding, scarring, or injury to bowel, blood vessels, ovaries, uterus, fallopian tubes, or bladder. In addition, there is a small risk of anesthetic complications. Injuries could require hospitalization or emergency surgery for repair or removal of affected organs.

11. Administration of fertility drugs can cause ovarian hyperstimulation. In ovarian hyperstimulation, the ovaries enlarge and begin to leak fluids. This can lead to nausea, discomfort, dehydration, ascites (fluid around the bowels), and pericardial and pleural effusions (fluid around the heart and lungs). Serious complications, such as ovarian rupture, blood clots, strokes, shock, and death have been reported from ovarian hyperstimulation syndrome. Pregnancy increases the risk of hyperstimulation in patients receiving fertility drugs.

12. IVF is a dynamic and rapidly progressing therapy. New technologies, procedures, and methods are sometimes employed clinically before complete testing for safety and efficacy. There may be side effects, risks, or costs inherent in these techniques which are not known or are incompletely described.

I am fully aware that information regarding the true incidence of the risks is incomplete and I voluntarily assume all such risks.

I have been advised and understand that the IVF team will be available during my treatment to answer any questions or doubts and to care for any problems, side effects, or complications.

I shall immediately see a PFC physician or go to the nearest emergency room if any of the early signs of heart attack, stroke, and/or blood clots are experienced such as: severe abdominal pain, severe chest pain, arm pain, shortness of breath, coughing up blood or secretions, severe or atypical headaches, vomiting, dizziness, faintness, muscle weakness, paralysis, numbness, speech disturbance, blurred vision, visual loss, or severe leg pain. I agree to notify PFC of these or other unusual symptoms or change in condition.

I understand that despite reasonable precautions and every best medical effort, PFC does not and cannot guarantee that I will have oocytes to cryopreserve (freeze). I may be given estimates of my capacity to conceive using frozen/thawed oocytes by our physician. These estimates are professional judgments based on available but sometimes incomplete information, and I understand that the accuracy of this estimate cannot be guaranteed. I am aware of the following, which may prevent the cryopreservation of oocytes:

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1. I may not produce a sufficient number of oocytes or may produce too many oocytes. The cycle may be discontinued prior to oocyte retrieval for these or other reasons.

2. The time of ovulation may be unpredictable, may be misjudged, may have occurred already, or may not occur in the monitored cycle.

3. Oocytes may not be obtained at the time of oocyte retrieval or may be of poor quality.

4. The undersigned fully acknowledge and understand that accidental misplacement, loss, damage, or destruction of oocytes might occur prior to, during, or after any of the medical, surgical, or laboratory procedures described herein.

5. Infection of oocytes, equipment, or culture media may occur.

6. Other unforeseen circumstances may occur at any step of the procedure and prevent completion of the procedure and/or prevent cryopreservation of oocytes.

Prenatal genetic testing is now available for many genetic diseases. Examples include: cystic fibrosis, TAY-Sachs, Fragile X. There are many other diseases that can also be screened for prenatally. The list of these diseases is constantly growing. Pre-pregnancy counseling should be obtained from an obstetrician or genetics counselor to see if any of these tests should be performed prior to the in vitro fertilization procedure.

D. DISPOSAL OF GENETIC MATERIAL

I consent to the disposal of eggs according to the best judgment of PFC. In addition, I consent to the disposal or utilization of other cells, body tissues, or fluids that may have been obtained through participation in the IVF program. This material, as an alternative, may be used to train embryologists in the procedures of assisted reproductive technology. The Patient understands that eggs will never be used for the purposes of obtaining a pregnancy with any other party except with the Patient's explicit written permission.

E. FINANCIAL RESPONSIBILITIES

I understand that the fees and fee structure for IVF will change from time to time and that fees will be according to the established schedule of PFC. I represent that I am financially able to participate in the program and acknowledge that I am aware of the costs of my care in the program and I agree to be responsible for these costs.

I understand that insurance coverage for any or all of the procedures set forth herein may not be available and that I will be personally responsible for the expenses of this IVF treatment.

I am responsible for the cost of:

1. Medical screening. Professional (medical, legal and psychological) consultations, laboratory, ultrasound,

[redacted]

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2. Stimulation and monitoring. Includes medications, such as GnRH agonist, human menopausal gonadotropins, human chorionic gonadotropin, clomiphene, and others, and costs of ultrasounds, blood tests, supplies, and procedures involved in monitoring.

3. Oocyte retrieval: Includes anesthesia, professional fees, procedure room, supplies, and personnel.

4. In vitro fertilization care.

5. Treatment of any complications of IVF, including drugs, supplies, professional fees, and hospitalization. I may purchase an insurance policy to cover complications of the procedure, but I understand there can be no assurance from PFC that such a policy will cover the risks of IVF or the costs of medical treatment of complications of the procedure.

6. Freezing of oocytes, including annual storage fees as set by PFC.

7. Some of the above services will be provided by PFC. Some services will be provided outside of PFC.

F. CONFIDENTIALITY

I understand that I and PFC, unless compelled by law, will make all reasonable efforts to keep information obtained during the course of medical management confidential. I agree that specific medical details, including photographs and videos, may be revealed in publications, as long as my identity or identifying information are not disclosed. I understand that my name and identity will not be disclosed to the media or to any person outside PFC without my prior written authorization.

G. LEGAL

In accepting IVF, I also fully accept and agree that I waive any right to make legal claims against any other participants in IVF, including doctors involved in this procedure, and PFC, with regard to parental rights, including issues of disclosure of information, custody or visitation, inheritance or testamentary rights, and maternity and paternity.

I have been advised by PFC to seek the advice of an independent attorney prior to signing this Informed Consent, so that I may be fully advised of my rights, potential risks, and responsibilities under this Informed Consent. I feel I understand the terms of the Informed Consent and the medical risks involved in the procedure, and I sign the Informed Consent freely and voluntarily. .

I acknowledges and understands that there are legal questions raised by IVF, which have not been settled by statute or prior court decisions in California or elsewhere. Notwithstanding the knowledge that certain of the clauses stated herein may not be enforced in a court of law, the parties choose to enter into this Informed Consent and clarify their intent to proceed with IVF.

[redacted]

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I understand and expect that the IVF procedure will be performed with the customary standard of care. I understand the IVF procedure and risks outlined in this Informed Consent, and release and forever discharge PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities, defenses, offsets, or demands whatsoever relating to the IVF procedure contemplated herein (including loss, damage or destruction of gametes, or cryopreserved oocytes), specifically excluding any acts of negligence by PFC or its employees, agents or representatives. In making this general release I expressly waive the provisions of California Civil Code section 1542, which provides:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I acknowledge and agree that in the event of loss, damage or destruction of gametes, or cryopreserved oocytes at any time during the IVF procedure, our actual damages would be impracticable to determine. I therefore agree that in the event of loss, damage or destruction of gametes, or cryopreserved oocytes for any reason whatsoever, I shall be entitled to liquidated damages in the amount equal to the actual cost of the professional services performed by PFC in that IVF cycle as of the date such loss, damage or destruction occurred, and we shall be entitled to receive our out-of-pocket costs incurred for travel, lodging, and meals as of the date of such loss, damage or destruction, specifically excluding costs of medications. I hereby agree to hold harmless PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, loss, damage or destruction of gametes, or cryopreserved oocytes, except for the liquidated damages set forth in this paragraph.

I agree to indemnify and hold harmless PFC, its principals, employees, agents, representatives, heirs, and assigns from any liabilities, claims, losses, costs, and damages, for any acts or omissions relating to this Agreement, and agree to pay all court costs and attorneys' fees incurred in connection with any such proceedings in which the undersigned physician(s) or PFC are named or are required to pay on matters connected with this Agreement, or which arise out of any acts or omissions relating to this Agreement, including but not limited to any claim made against the undersigned physician(s) by a child or offspring or by any heirs or administrators of a child born as a result of the procedures described in this Agreement, and any non-negligent loss of the Oocytes by PFC. However, such indemnity shall not extend to any negligent acts or negligent omissions, or willful misconduct, of the Physician, his or her Designee(s), the staff or other employees of PFC.

Any and all disputes relating to this Agreement or its breach shall be settled by binding arbitration in San Francisco, California, in accordance with the then-current rules of the American Arbitration Association, and judgement upon the award entered by the arbitrators may be entered in any Court having jurisdiction hereof. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in Court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the Party designated by the Arbitrator or Court. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided herein for all notice. Such services shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one party either dismiss or abandon the claim or counterclaim before hearing thereon, the other

[redacted]

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Party shall be deemed the "Prevailing Party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "Prevailing Party" pursuant to this Agreement.

I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following persons, in order to loc

Contact #1 [redacted]

Contact #2

_____
Name and Relationship

_____
Address

_____
Telephone Number

This Informed Consent, and any Exhibits and Addendum hereto, which are expressly made a part of this Informed Consent, set forth the entire Informed Consent. No other agreement, whether implied, oral, or written, shall be binding upon any party hereto unless this Informed Consent is amended or modified in writing to contain additional or different provisions.

If any clause or provision of this Informed Consent is deemed invalid or unenforceable, the remainder of this Informed Consent shall remain in full force and effect.

I, authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

I acknowledge that have read this Informed Consent and fully understand all risks outlined therein, and that I understand the medical and other terms contained in this Agreement. I also understand there may be risks that are not known at this time. I have had an opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

[redacted]

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Signed as of the date set forth below at [redacted], California.

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PAGE 1 OF THIS CONTRACT.

[redacted]

If not able to be witnessed by PFC Staff, you must use a Notary

State of California County of _____

Notary Public Seal:
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
Month

By _____ and _____,
Name of Signer (1) Name of Signer (2)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

_____
For other required information(Notary Name, Commission No., etc Seal

[redacted]

EXHIBIT Q

Reviewed by Pam

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PACIFIC FERTILITY CENTER
INFORMED CONSENT AND AGREEMENT FOR
CRYOPRESERVATION OF OOCYTE(S)
(ADDENDUM TO INFORMED CONSENT TO PERFORM
IN VITRO FERTILIZATION)

As of the date set forth below, I, [redacted] referred to herein as the "Patient," of legal age and not acting under any duress, fraud, or coercion, and for good and valuable consideration, hereby enter into this INFORMED CONSENT AND AGREEMENT FOR CRYOPRESERVATION OF OOCYTE(S) (ADDENDUM TO INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION) ("Agreement") and hereby authorize the undersigned physician (the "Physician") or his or her designated physician (the "Designee") employed by Pacific Fertility Center ("PFC") and the staff employed by the assisted reproductive technologies center located at 55 Francisco Street, Suite 500, San Francisco, California, owned and operated by Pacific Fertility Center ("PFC"), to conduct all appropriate and necessary medical procedures attendant to the cryopreservation procedure described in this Agreement (the "Medical Procedure").

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

1. Informed Consent.

This Agreement is also known as an "Informed Consent Form." The Patient should read this form carefully and ask questions before you decide whether or not to give your consent for this Medical Procedure. The purpose of this Agreement and Informed Consent Form is to you of the risks of, as well as the nature of, the Medical Procedure, and the available alternative methods of treatment and their risks and benefits. Except in cases of emergency, you have the right to consent to or refuse any proposed operation or procedure at any time prior to its performance. You should read this Agreement and Informed Consent Form carefully and ask questions before deciding to give your consent for this Medical Procedure.

2. Procedure.

In addition to the "INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION" (herein after referred to as "IVF Consent Form"), I also freely consent to participation in the procedure for "cryopreservation" (freezing) of oocytes(s) described below:

a. After all of the procedures described in the Informed Consent Form to Perform In Vitro Fertilization involving egg retrieval and laboratory preparation, have occurred successfully, a portion or all of the oocyte(s) may be designated for cryopreservation (freezing) (hereafter "the Oocytes"). The Oocytes will be transferred to a specially prepared laboratory medium and frozen in a cryopreservation device. The Oocytes shall be stored frozen for the exclusive use by the Patient for future fertilization and transfer(s) to the uterus of the Patient or a designated gestational carrier, except as otherwise directed by the Patient in this Agreement or in a separate written agreement. All fees for this procedure shall be paid in advance, but shall not include fees for the services described in Paragraph 2(b) below, which shall be payable separately at rates prevailing at the time the

[redacted]

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b. At the Patient's specific written direction, PFC will subsequently thaw out the Oocytes in a specially prepared laboratory medium and will fertilize and transfer some or all of the Embryos to the uterus of the Patient in the same manner described in the IVF/ET Consent Form. All fees for fertilizating the oocytes and preparing the Embryos and transferring the Embryos shall be paid at the rates or schedules in existence at the time, and shall be paid in advance of the time these services are performed.

c. PFC shall remit to the Patient an annual notification and invoice for continued cryopreservation of the Oocytes. It is the Patient's responsibility to pay the current annual storage fee (currently said fee is $400 and is subject to change at the sole discretion of PFC), and if the annual storage fee is not paid within the period specified in the annual invoice, PFC shall have the right and authority to thaw and discard the Oocytes without prior authorization from the Patient, or, if the Patient is not living, prior authorization from her executors, administrators, trustees, successors, assigns or heirs. The Patient expressly understand that failure to pay the annual storage fee within the period specified in the annual invoice shall result in the thawing and discarding of the Oocytes by PFC.

d. It is the responsibility of the Patient to inform PFC of any change in address, in the event the Oocytes are cryopreserved. Along with the annual invoice referenced in Paragraph 2(c) above, PFC shall remit to the Patient an oocyte disposition form, in which the Patient may specify if she wishes the oocytes to remain in cryopreservation, to be donated to medical research or to a third party(ies) for purposes of attempted conception, or to be discarded. If the oocyte disposition form is not completed and returned within two calendar years from the last written direction from the Patient as to oocyte disposition, and if reasonable attempts to locate the Patient by PFC have been unsuccessful, PFC shall have the right and authority to thaw and discard the Oocytes without prior authorization from the Patient, or, if the Patient is not living, prior authorization from her executors, administrators, trustees, successors, assigns or heirs. The Patient expressly understand that failure to maintain contact with PFC, as set forth in this Paragraph, shall result in the thawing and discarding of the Oocytes by PFC.

3. Risks and Benefits.

Risks:

a. A major risk from the use of frozen-thawed oocytes is the failure of fertilization, embryo development and failure of conception. As oocyte cryopreservation is a very new procedure, the expected thaw-survival rates for patients of all ages is unknown. For our limited experience using young and healthy donor eggs, the number of eggs surviving vitrification (eggs we were able to inseminate) was 60% of the original vitrified eggs. Again, with our preliminary experience, we have a 16% ongoing pregnancy rate per warmed (thawed) egg. In some cases of egg warming, none of the vitrified eggs survived so this has to be considered a risk of egg vitrification. The likelihood that the survival and ongoing pregnancy rates will be lower for women over age 35 is very high, due to general poorer quality of oocytes with older eggs and higher natural miscarriage rates.

b. There may be an increased risk of chromosomal abnormality or other birth defects in infants resulting from embryos derived from frozen-thawed oocytes. We do not have enough human experience to demonstrate if there is any increase in such defects beyond that experienced in natural conceptions.

c. In any technical process that requires mechanical support, failure of equipment can occur. Back-up systems are available to decrease the likelihood of any malfunction, but unforeseen situations can occur which may be out

[redacted]

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d. It is not possible to guarantee that cryopreserved oocytes will not be destroyed by the freezing process, will stand long-term storage, or will fertilize and/or develop normally after thawing. There is inadequate experience on long-term cryopreservation of human oocytes, and no firm answers are available. Basing important life decisions and expectations on a limited number of cryopreserved Oocytes may have unforeseen consequences.

Benefits:

The benefits that derive from delayed transfer of frozen-thawed oocyte(s) that are fertilized and developed into embryos for transfer include:

a. Delay in pregnancy
b. Preservation of future fertility
c. Preservation of oocyte(s) which Patient may not wish to fertilize at initial Ooocyte Retrieval
d. Increased chance of pregnancy from a single IVF cycle, thereby possibly decreasing the risk of surgery and the expense of further cycles.
e. To enable frozen-thaw oocytes to be fertilized and developed to embryos for transfer under unstimulated or natural cycles that may be optimal for embryo implantation.

4. Disposition.

a. If the Patient should die after the Oocyte(s) have been cryopreserved, the Patient's executors, administrators, trustees, successors, assigns or heirs shall provide PFC with a certified copy of the death certificate. The Patient presently agrees that the following shall occur in the event of her death and instruct PFC to do the following

____ (1) All Oocytes(s) shall be thawed and discarded.

or

____ (2) If the Patient is married, her legal partner shall have exclusive rights and authority over the Oocytes, and he/she shall have the right to have the Oocytes thawed, fertilized and transferred to the uterus of a subsequent spouse or partner or a gestational carrier, at any time.

or

[redacted]) The Oocytes shall be donated to PFC to be used in medical research either by PFC or another medical facility designated by PFC.

b. If the Patient is married and at any time obtains a divorce while the Oocytes are being cryopreserved, the legal partner agrees to provide a certified copy of the final divorce decree to PFC at which time the Embryos will be:

(1) Handled in the manner set forth in the final divorce decree.

(2) If the final divorce decree specifies that either Partner be granted exclusive custody of the Oocytes, then such Partner shall enter into a new agreement with PFC as to the disposition of the Oocytes. PFC makes no representations concerning the validity, legality, or enforceability of any such agreement and expressly reserves the right to refuse to enter into any such agreement for any reason whatsoever and to make appropriate arrangements to transfer the embryos resulting from the fertilized frozen-thawed oocytes to the Partner granted exclusive custody in the final divorce decree.

[redacted]

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c. If the Patient subsequently decides to donate the Oocytes to another person, there will be federal requirements for re-testing the donor (the Patient) for certain infectious diseases before the Oocytes can be utilized by the recipient of the tissues.

d. Since the Oocytes may be being preserved for an unknown period of time, the possibility exists that PFC may cease operations, resulting in the need for the cryopreserved Oocytes to be transferred to another facility.

5. The Patient understands and agrees that absent a clear directive to PFC herein, PFC cannot release, discard, or transfer the Oocytes. Any inconsistent directives by the Patient herein likewise may encumber PFC's ability to release, discard or transfer the Oocytes in a manner consistent with the Patient's intentions. Without a court decree or written mutual consent from the Patient, PFC cannot release, discard or transfer the Oocytes. In such circumstances, PFC will continue to store the Oocytes in accordance with Paragraph 2 above. However, if the storage fee is not timely paid, PFC shall have the authority to thaw and discard the Oocytes.

6. The Patient acknowledges that PFC may, in its discretion, refuse to use or transfer the resulting Embryos to the uterus of the Patient, for any reason, and that its refusal to do so shall not constitute a breach of this Agreement.

7. The Patient agrees to indemnify and hold harmless PFC, its principals, employees, agents, representatives, heirs, and assigns from any liabilities, claims, losses, costs, and damages, for any acts or omissions relating to this Agreement, and agree to pay all court costs and attorneys' fees incurred in connection with any such proceedings in which the undersigned physician(s) or PFC are named or are required to pay on matters connected with this Agreement, or which arise out of any acts or omissions relating to this Agreement, including but not limited to any claim made against the undersigned physician(s) by a child or offspring or by any heirs or administrators of a child born as a result of the procedures described in this Agreement, and any non-negligent loss of the Oocytes by PFC. However, such indemnity shall not extend to any negligent acts or negligent omissions, or willful misconduct, of the Physician, his or her Designee(s), the staff or other employees of PFC.

8. I authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

9. Any and all disputes relating to this Agreement or its breach shall be settled by binding arbitration in San Francisco, California, in accordance with the then-current rules of the American Arbitration Association, and judgement upon the award entered by the arbitrators may be entered in any Court having jurisdiction hereof. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in Court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the Party designated by the Arbitrator or Court. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided herein for all notice. Such services shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one party either dismiss or abandon the claim or counterclaim before hearing thereon, the other Party shall be deemed the "Prevailing Party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "Prevailing Party" pursuant to this Agreement.

10. I acknowledge that I have read this Informed Consent and Agreement for Cryopreservation of Oocytes and fully understand

[redacted]

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opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

11. I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following persons, in order to locate me:

FOR PATIENTS HAVING OOCYTE FREEZING:

During the time that you have oocytes stored at Pacific Fertility Center, we will be in contact with you annually to renew your agreement to keep the oocytes stored with us. There is an annual storage fee that will be charged to maintain storage.

If you change residence at any time that you have oocytes stored with us, it is most important that you send a change of address notice to us.

We are requesting that you provide to us the name, permanent address and phone numbers of two family members or friends that will be likely to have your new address. Volunteering this information is completely optional but strongly recommended. Should we need to contact anyone on your contact list, we would simply identify ourselves as your doctor's office in San Francisco, and would not identify ourselves as a Fertility Center, in order to maintain your confidentiality.

First Contact

_____
Name and Relationship to Second Partner

_____
Address

_____
Telephone Number

[redacted]

Second Contact

_____
Name and Relationship to Second Partner

_____
Address

[redacted]

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Telephone Number

I authorize Pacific Fertility Center to contact the above listed person(s) if PFC is unable to contact me directly despite reasonable efforts.

Printed name:_____ Signed:_____ Date:_____
Notary or PFC Witness Notary or PFC Witness

Printed name:_____ Signed:_____ Date:_____
Notary or PFC Witness Notary or PFC Witness

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PAGE 1 OF THIS CONTRACT.

Patient: [redacted]

Signed as [redacted]

[redacted]

Patient Social Security # (required)

Printed name: [redacted]

[redacted]

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(PLEASE SEE NEXT PAGE)

If not able to be witnessed by PFC Staff, you must use a Notary

State of California County of _____

Notary Public Seal:
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
Month

By _____ and _____,
Name of Signer (1) Name of Signer (2)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

_____
For other required information(Notary Name, Commission No., etc Seal

[redacted]

EXHIBIT R

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Phone: 415-834-3000 Fax: 415-834-3099

REVIEWED
By [redacted]
Date

INFORMED CONSENT AND AGREEMENT
FOR IN VITRO FERTILIZATION

As of the date set forth below, I, [redacted]

(the "Patient"), of legal age and not acting under any duress, fraud, or coercion, and for good and valuable consideration, hereby enter into this INFORMED CONSENT AND AGREEMENT TO PERFORM IN VITRO FERTILIZATION ("Agreement") and hereby authorize the undersigned physician (the "Physician") or his or her designated physician (the "Designee") employed by Pacific Fertility Center ("PFC") and the staff employed by the assisted reproductive technologies center located at 55 Francisco Street, Suite 500, San Francisco, California, owned and operated by Pacific Fertility Center ("PFC"), to conduct all appropriate and necessary medical procedures attendant to the In Vitro Fertilization procedure described in this Agreement (the "Medical Procedure").

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

A. INFORMED CONSENT

This Agreement is also known as an "Informed Consent Form." The Patient should read this form carefully and ask questions before you decide whether or not to give your consent for this Medical Procedure. The purpose of this Agreement and Informed Consent Form is to inform you of the risks of, as well as the nature of, the Medical Procedure, and the available alternative methods of treatment and their risks and benefits. Except in cases of emergency, you have the right to consent to or refuse any proposed operation or procedure at any time prior to its performance. You should read this Agreement and Informed Consent Form carefully and ask questions before deciding to give your consent for this Medical Procedure.

B. PROCEDURE

The main objective of this procedure is to allow the Patient the opportunity to freeze oocytes. In IVF oocytes are removed and may be cryopreserved (frozen) All fees for preparing the oocytes and freezing the oocytes shall be paid at the rates or schedules in existence at the time, and shall be paid in advance of the time these services are performed.

I understand, fully consent to, and agree to be bound by the general procedures involved in IVF, which include but are not limited to the following:

1. Comprehensive medical information will be obtained from me, from medical records, from physical examinations, and otherwise, to determine whether I am a suitable candidate for this procedure. Blood, urine, ultrasound, and radiographic studies may be required as determined by PFC. I may undergo testing to

[redacted]

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exclude the existence of conditions, which would interfere with the stimulation of the ovaries or freezing of the oocytes including testing for some infectious and sexually transmitted diseases. These tests may require samples of blood, or cells from me.

2. Hormones may be administered by injection, suppositories, nasal spray, or by mouth.

3. GnRH (gonadotropin releasing hormone), agonists (Lupron, Synarel), or GnRH antagonists (Antagon, Cetrotide) may be given by injection or nasal spray to suppress the pituitary gland. Fertility drugs such as human menopausal gonadotropins (Pergonal, Humagon, Repronex, Gonal-F, Follistim,) or clomiphene (Clomid, Serophene) are used to stimulate follicles (sacs in the ovary which contain eggs), human chorionic gonadotropin (hCG, Profasi, Novarel, Ovidrel) to stimulate ovulation, and estrogen and progesterone to aid in support of the early pregnancy. Birth control pills may be used to prevent ovulation. The FDA has not approved some of these medications for this use.

4. The endometrium may be monitored by measurement of hormones (through a blood test) and ultrasound measurements.

5. When follicles are determined by PFC to be mature by ultrasound and blood test criteria, hCG will be administered. Oocyte retrieval will then be performed, usually within 36 hours.

6. For oocyte retrieval, a needle is inserted through the rear portion of the vagina (or rarely, the abdomen) into the ovary under sedation or local, regional, or general anesthesia. Eggs are then aspirated through the needle. Alternatively, a laparoscopy may be performed and a needle inserted into the ovary through an abdominal incision while the ovary is viewed through the laparoscope.

7. Research is continually developing new methods and protocols to enhance IVF. New methods and protocols may be employed upon the discretion of PFC or its physicians.

PFC agrees to provide the following services as medically appropriate:

1. Fertility evaluation, testing, and treatment of the Patient prior to IVF.

2. Ovarian stimulation and monitoring.

3. Oocyte retrieval.

4. Laboratory treatment and management of the oocytes.

5. Cryopreservation of oocytes.

6. Maintenance of records on the IVF procedure and evaluation.

[redacted]

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I agree and represent to the following:

1. I will provide PFC complete medical, physical, and psychological records, which pertain to my suitability as an IVF candidate.

2. I represent that I to my knowledge have no medical, psychological, or legal impediment to IVF.

3. I will make myself available for evaluation and treatment as requested by PFC and its physicians. I will comply with all medical recommendations of PFC. I understand, acknowledge, and agree that my acceptance into and continued participation in PFC's IVF program is within the sole discretion of PFC.

4. I will pay for the costs of IVF as set forth in this Agreement and according to the current fee schedule of PFC.

C. RISKS AND COMPLICATIONS

In any technical process that requires mechanical support, failure of equipment can occur. Back-up systems are available to decrease the likelihood of any malfunction, but unforeseen situations can occur which may be out of the control of the physicians and technicians.

We understand that the following risks, complications and discomforts of IVF, as well as others not listed or not known, may occur.

1. Hormone therapy may produce symptoms and/or complaints including nausea, vomiting, weight gain or weight loss, breast tenderness and enlargement, occasional vaginal bleeding, chloasma (darkening of the skin), yeast infections of the vagina, vaginal discharge and wetness, menstrual period cramping, headaches, hot flashes, fluid retention, and mood changes. Irritation, redness infection, or abscess formation may occur at the site of an injection. Less common side effects include appetite changes, nervousness, depression, fatigue, changes in vision, sleeplessness, and changes in sex drive.

2. Hormone therapy may also produce clinical signs and conditions, such as ovarian cysts, hypertension (high blood pressure), gallbladder disease, blood clots developing in the legs, lungs, eyes, brain, heart or elsewhere, heart attacks, and strokes. Patients who smoke are at higher risk of developing some of these problems.

3. At least one report has described a possible association between the use of fertility drugs and ovarian cancer.

4. Blood drawing may produce discomfort at the site of the needle insertion as well as localized swelling (hematoma) and skin discoloration (bruising).

5. Women undergoing vaginal ultrasound may feel mild discomfort or irritation from the passage of the probe into the vagina.

[redacted]

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6. If laparoscopy is performed, the usual surgical risks apply. I understand that a separate informed consent will be obtained from me by PFC for a laparoscopy.

7. There may be psychological anguish or stress associated with participation in IVF or with the freezing of oocytes.

8. There may be unknown effects of IVF, and oocyte freezing now or in the future.

9. There may be unknown effects of the treatment now or in the future upon a child conceived through IVF, oocyte freezing/thawing, in-vitro fertilization and embryo development.

10. The risks of oocyte retrieval include infection, bleeding, scarring, or injury to bowel, blood vessels, ovaries, uterus, fallopian tubes, or bladder. In addition, there is a small risk of anesthetic complications. Injuries could require hospitalization or emergency surgery for repair or removal of affected organs.

11. Administration of fertility drugs can cause ovarian hyperstimulation. In ovarian hyperstimulation, the ovaries enlarge and begin to leak fluids. This can lead to nausea, discomfort, dehydration, ascites (fluid around the bowels), and pericardial and pleural effusions (fluid around the heart and lungs). Serious complications, such as ovarian rupture, blood clots, strokes, shock, and death have been reported from ovarian hyperstimulation syndrome. Pregnancy increases the risk of hyperstimulation in patients receiving fertility drugs.

12. IVF is a dynamic and rapidly progressing therapy. New technologies, procedures, and methods are sometimes employed clinically before complete testing for safety and efficacy. There may be side effects, risks, or costs inherent in these techniques which are not known or are incompletely described.

I am fully aware that information regarding the true incidence of the risks is incomplete and I voluntarily assume all such risks.

I have been advised and understand that the IVF team will be available during my treatment to answer any questions or doubts and to care for any problems, side effects, or complications.

I shall immediately see a PFC physician or go to the nearest emergency room if any of the early signs of heart attack, stroke, and/or blood clots are experienced such as: severe abdominal pain, severe chest pain, arm pain, shortness of breath, coughing up blood or secretions, severe or atypical headaches, vomiting, dizziness, faintness, muscle weakness, paralysis, numbness, speech disturbance, blurred vision, visual loss, or severe leg pain. I agree to notify PFC of these or other unusual symptoms or change in condition.

I understand that despite reasonable precautions and every best medical effort, PFC does not and cannot guarantee that I will have oocytes to cryopreserve (freeze). I may be given estimates of my capacity to conceive using frozen/thawed oocytes by our physician. These estimates are professional judgments based on available but sometimes incomplete information, and I understand that the accuracy of this estimate cannot be guaranteed. I am aware of the following, which may prevent the cryopreservation of oocytes:

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1. I may not produce a sufficient number of oocytes or may produce too many oocytes. The cycle may be discontinued prior to oocyte retrieval for these or other reasons.

2. The time of ovulation may be unpredictable, may be misjudged, may have occurred already, or may not occur in the monitored cycle.

3. Oocytes may not be obtained at the time of oocyte retrieval or may be of poor quality.

4. The undersigned fully acknowledge and understand that accidental misplacement, loss, damage, or destruction of oocytes might occur prior to, during, or after any of the medical, surgical, or laboratory procedures described herein.

5. Infection of oocytes, equipment, or culture media may occur.

6. Other unforeseen circumstances may occur at any step of the procedure and prevent completion of the procedure and/or prevent cryopreservation of oocytes.

Prenatal genetic testing is now available for many genetic diseases. Examples include: cystic fibrosis, TAY-Sachs, Fragile X. There are many other diseases that can also be screened for prenatally. The list of these diseases is constantly growing. Pre-pregnancy counseling should be obtained from an obstetrician or genetics counselor to see if any of these tests should be performed prior to the in vitro fertilization procedure.

D. DISPOSAL OF GENETIC MATERIAL

I consent to the disposal of eggs according to the best judgment of PFC. In addition, I consent to the disposal or utilization of other cells, body tissues, or fluids that may have been obtained through participation in the IVF program. This material, as an alternative, may be used to train embryologists in the procedures of assisted reproductive technology. The Patient understands that eggs will never be used for the purposes of obtaining a pregnancy with any other party except with the Patient's explicit written permission.

E. FINANCIAL RESPONSIBILITIES

I understand that the fees and fee structure for IVF will change from time to time and that fees will be according to the established schedule of PFC. I represent that I am financially able to participate in the program and acknowledge that I am aware of the costs of my care in the program and I agree to be responsible for these costs.

I understand that insurance coverage for any or all of the procedures set forth herein may not be available and that I will be personally responsible for the expenses of this IVF treatment.

I am responsible for the cost of:

1. Medical screening. Professional (medical, legal and psychological) consultations, laboratory, ultrasound, and radiological evaluation(s)

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2. Stimulation and monitoring. Includes medications, such as GnRH agonist, human menopausal gonadotropins, human chorionic gonadotropin, clomiphene, and others, and costs of ultrasounds, blood tests, supplies, and procedures involved in monitoring.

3. Oocyte retrieval: Includes anesthesia, professional fees, procedure room, supplies, and personnel.

4. In vitro fertilization care.

5. Treatment of any complications of IVF, including drugs, supplies, professional fees, and hospitalization. I may purchase an insurance policy to cover complications of the procedure, but I understand there can be no assurance from PFC that such a policy will cover the risks of IVF or the costs of medical treatment of complications of the procedure.

6. Freezing of oocytes, including annual storage fees as set by PFC.

7. Some of the above services will be provided by PFC. Some services will be provided outside of PFC.

F. CONFIDENTIALITY

I understand that I and PFC, unless compelled by law, will make all reasonable efforts to keep information obtained during the course of medical management confidential. I agree that specific medical details, including photographs and videos, may be revealed in publications, as long as my identity or identifying information are not disclosed. I understand that my name and identity will not be disclosed to the media or to any person outside PFC without my prior written authorization.

G. LEGAL

In accepting IVF, I also fully accept and agree that I waive any right to make legal claims against any other participants in IVF, including doctors involved in this procedure, and PFC, with regard to parental rights, including issues of disclosure of information, custody or visitation, inheritance or testamentary rights, and maternity and paternity.

I have been advised by PFC to seek the advice of an independent attorney prior to signing this Informed Consent, so that I may be fully advised of my rights, potential risks, and responsibilities under this Informed Consent. I feel I understand the terms of the Informed Consent and the medical risks involved in the procedure, and I sign the Informed Consent freely and voluntarily. .

I acknowledges and understands that there are legal questions raised by IVF, which have not been settled by statute or prior court decisions in California or elsewhere. Notwithstanding the knowledge that certain of the clauses stated herein may not be enforced in a court of law, the parties choose to enter into this Informed Consent and clarify their intent to proceed with IVF.

[redacted]

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I understand and expect that the IVF procedure will be performed with the customary standard of care. I understand the IVF procedure and risks outlined in this Informed Consent, and release and forever discharge PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities, defenses, offsets, or demands whatsoever relating to the IVF procedure contemplated herein (including loss, damage or destruction of gametes, or cryopreserved oocytes), specifically excluding any acts of negligence by PFC or its employees, agents or representatives. In making this general release I expressly waive the provisions of California Civil Code section 1542, which provides:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I acknowledge and agree that in the event of loss, damage or destruction of gametes, or cryopreserved oocytes at any time during the IVF procedure, our actual damages would be impracticable to determine. I therefore agree that in the event of loss, damage or destruction of gametes, or cryopreserved oocytes for any reason whatsoever, I shall be entitled to liquidated damages in the amount equal to the actual cost of the professional services performed by PFC in that IVF cycle as of the date such loss, damage or destruction occurred, and we shall be entitled to receive our out-of-pocket costs incurred for travel, lodging, and meals as of the date of such loss, damage or destruction, specifically excluding costs of medications. I hereby agree to hold harmless PFC and its shareholders, directors, officers, employees, agents and representatives from all actions, causes of action, obligations, costs, expenses, attorney's fees, damages, loss, damage or destruction of gametes, or cryopreserved oocytes, except for the liquidated damages set forth in this paragraph.

I agree to indemnify and hold harmless PFC, its principals, employees, agents, representatives, heirs, and assigns from any liabilities, claims, losses, costs, and damages, for any acts or omissions relating to this Agreement, and agree to pay all court costs and attorneys' fees incurred in connection with any such proceedings in which the undersigned physician(s) or PFC are named or are required to pay on matters connected with this Agreement, or which arise out of any acts or omissions relating to this Agreement, including but not limited to any claim made against the undersigned physician(s) by a child or offspring or by any heirs or administrators of a child born as a result of the procedures described in this Agreement, and any non-negligent loss of the Oocytes by PFC. However, such indemnity shall not extend to any negligent acts or negligent omissions, or willful misconduct, of the Physician, his or her Designee(s), the staff or other employees of PFC.

Any and all disputes relating to this Agreement or its breach shall be settled by binding arbitration in San Francisco, California, in accordance with the then-current rules of the American Arbitration Association, and judgement upon the award entered by the arbitrators may be entered in any Court having jurisdiction hereof. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in Court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the Party designated by the Arbitrator or Court. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided herein for all notice. Such services shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one party either dismiss or abandon the claim or counterclaim before hearing thereon, the other

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Party shall be deemed the "Prevailing Party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "Prevailing Party" pursuant to this Agreement.

I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following persons, in order to locate me:

Contact #1 [redacted]

Contact #2

This Informed Consent, and any Exhibits and Addendum hereto, which are expressly made a part of this Informed Consent, set forth the entire Informed Consent. No other agreement, whether implied, oral, or written, shall be binding upon any party hereto unless this Informed Consent is amended or modified in writing to contain additional or different provisions.

If any clause or provision of this Informed Consent is deemed invalid or unenforceable, the remainder of this Informed Consent shall remain in full force and effect.

I, authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

I acknowledge that have read this Informed Consent and fully understand all risks outlined therein, and that I understand the medical and other terms contained in this Agreement. I also understand there may be risks that are not known at this time. I have had an opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

[redacted]

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Signed as of the date set forth below at [redacted], California.

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PAGE 1 OF THIS CONTRACT.

[redacted]

If not able to be witnessed by PFC Staff, you must use a Notary

State of California County of _____

Notary Public Seal:
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
Month

By _____ and _____,
Name of Signer (1) Name of Signer (2)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

_____
For other required information(Notary Name, Commission No., etc Seal

[redacted]

[redacted]

EXHIBIT S

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REVI[redacted]
By [redacted]
Date [redacted]

PACIFIC FERTILITY CENTER
INFORMED CONSENT AND AGREEMENT FOR CRYOPRESERVATION OF OOCYTE(S) (ADDENDUM TO INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION)

As of the date set forth below, I, [redacted] referred to herein as the "Patient," of legal age and not acting under any duress, fraud, or coercion, and for good and valuable consideration, hereby enter into this INFORMED CONSENT AND AGREEMENT FOR CRYOPRESERVATION OF OOCYTE(S) (ADDENDUM TO INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION) ("Agreement") and hereby authorize the undersigned physician (the "Physician") or his or her designated physician (the "Designee") employed by Pacific Fertility Center ("PFC") and the staff employed by the assisted reproductive technologies center located at 55 Francisco Street, Suite 500, San Francisco, California, owned and operated by Pacific Fertility Center ("PFC"), to conduct all appropriate and necessary medical procedures attendant to the cryopreservation procedure described in this Agreement (the "Medical Procedure").

It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

1. Informed Consent.

This Agreement is also known as an "Informed Consent Form." The Patient should read this form carefully and ask questions before you decide whether or not to give your consent for this Medical Procedure. The purpose of this Agreement and Informed Consent Form is to you of the risks of, as well as the nature of, the Medical Procedure, and the available alternative methods of treatment and their risks and benefits. Except in cases of emergency, you have the right to consent to or refuse any proposed operation or procedure at any time prior to its performance. You should read this Agreement and Informed Consent Form carefully and ask questions before deciding to give your consent for this Medical Procedure.

2. Procedure.

In addition to the "INFORMED CONSENT TO PERFORM IN VITRO FERTILIZATION" (herein after referred to as "IVF Consent Form"), I also freely consent to participation in the procedure for "cryopreservation" (freezing) of oocytes(s) described below:

a. After all of the procedures described in the Informed Consent Form to Perform In Vitro Fertilization involving egg retrieval and laboratory preparation, have occurred successfully, a portion or all of the oocyte(s) may be designated for cryopreservation (freezing) (hereafter "the Oocytes"). The Oocytes will be transferred to a specially prepared laboratory medium and frozen in a cryopreservation device. The Oocytes shall be stored frozen for the exclusive use by the Patient for future fertilization and transfer(s) to the uterus of the Patient or a designated gestational carrier, except as otherwise directed by the Patient in this Agreement or in a separate written agreement. All fees for this procedure shall be paid in advance, but shall not include fees for the services described in Paragraph 2(b) below, which shall be payable separately at rates prevailing at the time the service under Paragraph 2(b) is performed.

[redacted]

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b. At the Patient's specific written direction, PFC will subsequently thaw out the Oocytes in a specially prepared laboratory medium and will fertilize and transfer some or all of the Embryos to the uterus of the Patient in the same manner described in the IVF/ET Consent Form. All fees for fertilizating the oocytes and preparing the Embryos and transferring the Embryos shall be paid at the rates or schedules in existence at the time, and shall be paid in advance of the time these services are performed.

c. PFC shall remit to the Patient an annual notification and invoice for continued cryopreservation of the Oocytes. It is the Patient's responsibility to pay the current annual storage fee (currently said fee is $600 and is subject to change at the sole discretion of PFC), and if the annual storage fee is not paid within the period specified in the annual invoice, PFC shall have the right and authority to thaw and discard the Oocytes without prior authorization from the Patient, or, if the Patient is not living, prior authorization from her executors, administrators, trustees, successors, assigns or heirs. The Patient expressly understand that failure to pay the annual storage fee within the period specified in the annual invoice shall result in the thawing and discarding of the Oocytes by PFC.

d. It is the responsibility of the Patient to inform PFC of any change in address, in the event the Oocytes are cryopreserved. Along with the annual invoice referenced in Paragraph 2(c) above, PFC shall remit to the Patient an oocyte disposition form, in which the Patient may specify if she wishes the oocytes to remain in cryopreservation, to be donated to medical research or to a third party(ies) for purposes of attempted conception, or to be discarded. If the oocyte disposition form is not completed and returned within two calendar years from the last written direction from the Patient as to oocyte disposition, and if reasonable attempts to locate the Patient by PFC have been unsuccessful, PFC shall have the right and authority to thaw and discard the Oocytes without prior authorization from the Patient, or, if the Patient is not living, prior authorization from her executors, administrators, trustees, successors, assigns or heirs. The Patient expressly understand that failure to maintain contact with PFC, as set forth in this Paragraph, shall result in the thawing and discarding of the Oocytes by PFC.

3. Risks and Benefits.

Risks:

a. A major risk from the use of frozen-thawed oocytes is the failure of fertilization, embryo development and failure of conception. As oocyte cryopreservation is a very new procedure, the expected thaw-survival rates for patients of all ages is unknown. For our limited experience using young and healthy donor eggs, the number of eggs surviving vitrification (eggs we were able to inseminate) was 60% of the original vitrified eggs. Again, with our preliminary experience, we have a 16% ongoing pregnancy rate per warmed (thawed) egg. In some cases of egg warming, none of the vitrified eggs survived so this has to be considered a risk of egg vitrification. The likelihood that the survival and ongoing pregnancy rates will be lower for women over age 35 is very high, due to general poorer quality of oocytes with older eggs and higher natural miscarriage rates.

b. There may be an increased risk of chromosomal abnormality or other birth defects in infants resulting from embryos derived from frozen-thawed oocytes. We do not have enough human experience to demonstrate if there is any increase in such defects beyond that experienced in natural conceptions.

c. In any technical process that requires mechanical support, failure of equipment can occur. Back-up systems are available to decrease the likelihood of any malfunction, but unforeseen situations can occur which may be out of the control of the physicians and technicians.

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d. It is not possible to guarantee that cryopreserved oocytes will not be destroyed by the freezing process, will stand long-term storage, or will fertilize and/or develop normally after thawing. There is inadequate experience on long-term cryopreservation of human oocytes, and no firm answers are available. Basing important life decisions and expectations on a limited number of cryopreserved Oocytes may have unforeseen consequences.

Benefits:

The benefits that derive from delayed transfer of frozen-thawed oocyte(s) that are fertilized and developed into embryos for transfer include:

a. Delay in pregnancy
b. Preservation of future fertility
c. Preservation of oocyte(s) which Patient may not wish to fertilize at initial Ooocyte Retrieval
d. Increased chance of pregnancy from a single IVF cycle, thereby possibly decreasing the risk of surgery and the expense of further cycles.
e. To enable frozen-thaw oocytes to be fertilized and developed to embryos for transfer under unstimulated or natural cycles that may be optimal for embryo implantation.

4. Disposition.

a. If the Patient should die after the Oocyte(s) have been cryopreserved, the Patient's executors, administrators, trustees, successors, assigns or heirs shall provide PFC with a certified copy of the death certificate. The Patient presently agrees that the following shall occur in the event of her death and instruct PFC to do the following

b.

____ (1) All Oocytes(s) shall be thawed and discarded.

or

[redacted] (2) If the Patient is married, her legal partner shall have exclusive rights and authority over the Oocytes, and he/she shall have the right to have the Oocytes thawed, fertilized and transferred to the uterus of a subsequent spouse or partner or a gestational carrier, at any time.

or

____ (3) The Oocytes shall be donated to PFC to be used in medical research either by PFC or another medical facility designated by PFC.

c. If the Patient is married and at any time obtains a divorce while the Oocytes are being cryopreserved, the legal partner agrees to provide a certified copy of the final divorce decree to PFC at which time the Embryos will be:

(1) Handled in the manner set forth in the final divorce decree.

(2) If the final divorce decree specifies that either Partner be granted exclusive custody of the Oocytes, then such Partner shall enter into a new agreement with PFC as to the disposition of the Oocytes. PFC makes no representations concerning the validity, legality, or enforceability of any such agreement and expressly reserves the right to refuse to enter into any such agreement for any reason whatsoever and to make appropriate arrangements to transfer the embryos resulting from the fertilized frozen-thawed oocytes to the Partner granted exclusive custody in the final divorce decree.

d. If the Patient subsequently decides to donate the Oocytes to another person, there will be federal requirements for re-testing the donor (the Patient) for certain infectious diseases before the Oocytes can be utilized by the

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e. Since the Oocytes may be being preserved for an unknown period of time, the possibility exists that PFC may cease operations, resulting in the need for the cryopreserved Oocytes to be transferred to another facility.

5. The Patient understands and agrees that absent a clear directive to PFC herein, PFC cannot release, discard, or transfer the Oocytes. Any inconsistent directives by the Patient herein likewise may encumber PFC's ability to release, discard or transfer the Oocytes in a manner consistent with the Patient's intentions. Without a court decree or written mutual consent from the Patient, PFC cannot release, discard or transfer the Oocytes. In such circumstances, PFC will continue to store the Oocytes in accordance with Paragraph 2 above. However, if the storage fee is not timely paid, PFC shall have the authority to thaw and discard the Oocytes.

6. The Patient acknowledges that PFC may, in its discretion, refuse to use or transfer the resulting Embryos to the uterus of the Patient, for any reason, and that its refusal to do so shall not constitute a breach of this Agreement.

7. The Patient agrees to indemnify and hold harmless PFC, its principals, employees, agents, representatives, heirs, and assigns from any liabilities, claims, losses, costs, and damages, for any acts or omissions relating to this Agreement, and agree to pay all court costs and attorneys' fees incurred in connection with any such proceedings in which the undersigned physician(s) or PFC are named or are required to pay on matters connected with this Agreement, or which arise out of any acts or omissions relating to this Agreement, including but not limited to any claim made against the undersigned physician(s) by a child or offspring or by any heirs or administrators of a child born as a result of the procedures described in this Agreement, and any non-negligent loss of the Oocytes by PFC. However, such indemnity shall not extend to any negligent acts or negligent omissions, or willful misconduct, of the Physician, his or her Designee(s), the staff or other employees of PFC.

8. I authorize and do hereby request that the Physician, or his or her Designee, and any and all medical assistants, laboratory technicians or associates as may be necessary, and/or whom the Physician shall designate to assist him or her, perform the Medical Procedure described in this Agreement.

9. Any and all disputes relating to this Agreement or its breach shall be settled by binding arbitration in San Francisco, California, in accordance with the then-current rules of the American Arbitration Association, and judgement upon the award entered by the arbitrators may be entered in any Court having jurisdiction hereof. Costs of arbitration, including reasonable attorneys' fees incurred in arbitration, as determined by the arbitrator, together with any reasonable attorneys' fees incurred by the prevailing party in Court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the Party designated by the Arbitrator or Court. Said arbitration shall be conducted in the English language and the award rendered in the United States dollars. Service of the Petition to Confirm the Award of the Arbitrator shall be made in the manner provided herein for all notice. Such services shall be complete on personal delivery or the deposit of the Petition and notice in the United States mail. Should one party either dismiss or abandon the claim or counterclaim before hearing thereon, the other Party shall be deemed the "Prevailing Party" pursuant to this Agreement. Should both parties receive judgment or award on their respective claims, the Party in whose favor the larger judgment or award is rendered shall be deemed the "Prevailing Party" pursuant to this Agreement.

10. I acknowledge that I have read this Informed Consent and Agreement for Cryopreservation of Oocytes and fully understand all risks outlined therein, and that I understand the medical and other terms contained in this Agreement. I have had an opportunity to ask questions, and now hereby consent to the Medical Procedure to be performed in accordance with this Agreement. I understand that a copy of this Informed Consent and Agreement is available to me.

11. I will notify PFC of address changes. In the event I cannot be located, I authorize PFC to contact the following persons, in order to locate me:

[redacted]

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FOR PATIENTS HAVING OOCYTE FREEZING:

During the time that you have oocytes stored at Pacific Fertility Center, we will be in contact with you annually to renew your agreement to keep the oocytes stored with us. There is an annual storage fee that will be charged to maintain storage.

If you change residence at any time that you have oocytes stored with us, it is most important that you send a change of address notice to us.

We are requesting that you provide to us the name, permanent address and phone numbers of two family members or friends that will be likely to have your new address. Volunteering this information is completely optional but strongly recommended. Should we need to contact anyone on your contact list, we would simply identify ourselves as your doctor's office in San Francisco, and would not identify ourselves as a Fertility Center, in order to maintain your confidentiality.

First Contact [redacted]

Second Contact

Telephone Number

I authorize Pacific Fertility Center to contact the above listed person(s) if PFC is unable to contact me directly despite reasonable efforts.

Printed nam[redacted]

Printed nam

[redacted]

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NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PAGE 1 OF THIS CONTRACT.

[redacted]

(PLEASE SEE NEXT PAGE)

If not able to be witnessed by PFC Staff, you must use a Notary

State of California County of _____

Notary Public Seal:
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
Month

By _____ and _____,
Name of Signer (1) Name of Signer (2)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Signature of Notary Public

_____
For other required information(Notary Name, Commission No., etc Seal

[redacted]